

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
AT NASHVILLE

GLOBAL FORCE
ENTERTAINMENT, INC. and
JEFFREY JARRETT

CIVIL ACTION NO. 3:18-cv-00749
Plaintiffs/Counter-Defendants,
v.
CHIEF JUDGE CRENSHAW

ANTHEM WRESTLING
EXHIBITIONS, LLC,
Defendant/Counterclaim-Plaintiff
.....

DEPOSITION of SCOTT D'AMORE, a witness in the above-noted action, taken before Sharon L. Massé, in her Chambers at 267 Pelissier Street, Eighth Floor, Windsor, Ontario, and taken by electronic recording by Sandy L. Breitenstein, Court Reporter, on the 18th day of December, 2019.

A P P E A R A N C E S :

Mr. Samuel F. Miller: Counsel for the Plaintiffs/
Ms. Hayley Baker: Counter-Defendants,
via teleconference.

Mr. Ryan A. Lee: Counsel for the Defendant/
Counterclaim-Plaintiff,
via teleconference.

Mr. Steven Pickard: Counsel for the Witness.

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S. D'Amore
December 18, 2019

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EXHIBITS

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UNDERTAKINGS

and/or

REQUESTS FOR UNDERTAKINGS

There were no undertakings and/or requests given during this examination.

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E. & O.E.

PLEASE NOTE:

The list of undertakings and refusals, and those taken under advisement, is provided only as a service to counsel and does not purport to be complete or binding upon the parties herein.

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1 SCOTT D'AMORE, SWORN, SAID:

2 EXAMINED BY MR. MILLER:

3 Q. Alright. Mr. D'Amore, my name is Sam Miller. I
4 represent Global Force Entertainment, Inc. and
5 Mr. Jarrett. You have been noticed in the deposition of
6 this case today of Global Force Entertainment, Inc. and
7 Jeffrey Jarrett versus Anthem Wrestling Exhibitions, LLC,
8 in the United States District Court for the Middle
9 District of Tennessee. Have you ever been deposed before
10 under U.S. law?

11 A. No.

12 Q. Okay. During the deposition today, I will be
13 asking you questions under penalty of perjury under U.S.
14 law, and your job today is to answer those questions. We
15 ask that you be as honest as you can because you are
16 under oath, and the court reporter next to you is
17 recording everything you say. This is likely my only
18 opportunity to ask you questions before trial, so it is
19 important that you answer my questions fully and
20 truthfully. Do you understand that?

21 A. Yes.

22 Q. Mr. D'Amore, I want to make sure there's not a lag
23 and I appreciate you pausing to give an opportunity for
24 your counsel to respond. Unfortunately, I am unable to
25 see you due to the fact of your counsel's objection to

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1 using Skype technology. Can you confirm for me that you
2 are not asking or receiving any indications from your
3 counsel as to how to answer questions today?

4 A. Correct.

5 Q. Alright. As the court reporter indicated, you'll
6 need to answer orally because if you say mm-hmm or uh-uh,
7 it can and may be misunderstood by the court reporter.
8 Do you understand that?

9 A. Yes.

10 Q. If you do not understand a question today, will
11 you tell me?

12 A. Yes.

13 Q. If you don't hear a question today, will you tell
14 me?

15 A. Yes.

16 Q. If a question today is confusing, will you tell
17 me?

18 A. Yes.

19 Q. If you answer a question today, we're going to
20 understand that to mean that you heard and understood the
21 question. Is that okay?

22 A. Sorry, repeat that, please.

23 Q. If you answer a question today, it will mean that
24 you heard it and understood it. Is that okay?

25 MR. PICKARD: Well, hold on counsel. I'm going to

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1 object to that. You're asking him to state that if
2 there's any misunderstanding, that the misunderstanding
3 falls on your interpretation of the question and we're
4 not agreeing to that.

5 MR. MILLER: Alright. Well, counsel, I'd ask you to
6 refrain from speaking objections. This deposition is
7 being taken pursuant to U.S. law, and this particular
8 court does not allow objections other than the words
9 objection to form. So if you would please refrain from
10 long-speaking objections, we would appreciate that.

11 MR. PICKARD: Okay.

12 Q. If you want to speak with your attorney today,
13 well, we'll take that back. Is there anything about your
14 physical, mental, or emotional condition today that will
15 not allow you to understand my question?

16 A. No.

17 Q. If that changes, will you tell me?

18 A. Yes.

19 Q. Is there anything about your physical, mental, or
20 emotional condition today that will not allow you to
21 answer my questions fully and completely?

22 A. No.

23 Q. If that changes, will you tell me?

24 A. Yes.

25 Q. Is there anything about your physical, mental, or

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1 emotional condition today that would not allow you to
2 answer my questions honestly?

3 A. No.

4 Q. If that changes, will you tell me?

5 A. Yes.

6 Q. Are you taking any medications or drugs of any
7 kind that might make it difficult for you to understand
8 and answer my questions fully, completely, and honestly
9 today?

10 A. No.

11 Q. Have you had anything alcoholic to drink in the
12 last eight hours?

13 A. No.

14 Q. Have you reviewed any documents in preparation for
15 your deposition today?

16 A. No.

17 Q. How long did you spend preparing for your
18 deposition today?

19 A. Zero. I have nothing to prepare.

20 Q. Who have you spoken with, if anyone, in
21 preparation for this deposition?

22 A. Mr. Pickard.

23 MR. LEE: Objection.

24 Q. Sure. I'm not asking for what your counsel said.
25 I'm asking who you've spoken with, which is not

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1 privileged.

2 A. Mr. Pickard.

3 Q. Okay, anyone else?

4 A. No.

5 Q. Have you spoken with Mr. Asper regarding your
6 deposition today?

7 A. No.

8 Q. Have you spoken with Mr. Nordholm?

9 MR. MILLER: N-O-R-D-H-O-L-M.

10 A. I informed Mr. Nordholm I would be being deposed
11 today.

12 Q. What, if anything, did he say to you when you
13 informed him that you were being deposed?

14 A. He was happy to hear that I was going to agree to
15 be deposed.

16 Q. How do you know that he was happy to hear that you
17 were agreeing to be deposed?

18 A. Because he said he was glad to hear that I was
19 going to be deposed.

20 Q. Have you ever been convicted of a crime other than
21 a minor traffic violation?

22 A. Sorry, please repeat the question.

23 Q. Have you ever been convicted of a crime besides a
24 minor traffic violation?

25 A. No.

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1 Q. What, if any, e-mail addresses have you used in
2 connection with your work with Anthem Wrestling
3 Exhibitions?

4 A. Please repeat the question.

5 Q. Sure. Let me take a step back. Are you familiar
6 with a company known as Anthem Wrestling Exhibitions,
7 LLC?

8 A. Yes.

9 Q. For purposes of our deposition today, I'm going to
10 refer to Anthem Wrestling Exhibitions, LLC as Anthem
11 Wrestling. Is that okay?

12 A. Yes.

13 Q. What e-mail address do you have, if any, for your
14 work with Anthem Wrestling?

15 A. sdamore@impactwrestling.com.

16 Q. Alright. Are you currently employed?

17 A. Please repeat the question.

18 Q. Are you currently employed?

19 A. Currently, I receive compensation as an employee
20 from the estate of Patrick D'Amore.

21 Q. What is your relationship, if any, with Anthem
22 Wrestling?

23 A. Please repeat the question.

24 Q. Are you able to hear me okay?

25 A. Yes.

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1 Q. What relationship, if any, do you have with Anthem
2 Wrestling?

3 A. I provide services under contract.

4 Q. How long have you provided services under contract
5 to Anthem Wrestling?

6 A. I'd have to look it up.

7 Q. Based on your best guess, how long?

8 A. I think it'd be effective, probably January 1st,
9 2018 for those services under contract. Previous to
10 that, and I said-- as I said, subject to checking the
11 actual date. But previous to that, I would have been
12 providing services for Anthem Wrestling in a non-contract
13 relationship. Would have started that first part of
14 2017, I believe.

15 Q. What services did you provide to Anthem Wrestling
16 in 2017?

17 A. Sorry, please repeat that.

18 Q. What services did you provide to Anthem Wrestling
19 in 2017?

20 A. Consulting services.

21 Q. What type of consulting services?

22 A. Watched and sat in on their business operations
23 and gave them my thoughts on what they were doing, how
24 they were doing it.

25 Q. How much were you paid by Anthem in 2017, Anthem

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1 Wrestling?

2 A. No idea.

3 Q. Did your compensation or the amount that you were
4 charging or being paid by Anthem Wrestling change at any
5 point during 2017?

6 A. I'd have to go back and look.

7 Q. What is your current title, if any, with Anthem
8 Wrestling?

9 A. I do not believe I hold an official title with
10 Anthem Wrestling. The title that is used when
11 referencing me is executive vice president. That's as of
12 2018. Prior to that, it was vice president.

13 Q. When you say you don't have an official title, I
14 don't understand what that means. So what do you mean
15 by, "an official title"?

16 A. I'm not an officer of the company.

17 Q. Why do you have an officer title then?

18 A. Ask your client. He first gave it to me.

19 Q. Was my client with Anthem Wrestling in 2018?

20 A. Your client was with Anthem Wrestling in 2017,
21 when I got my original vice president title.

22 Q. So who gave you the title of executive vice
23 president in 2018?

24 A. Myself.

25 Q. So you just decided that's the title you wanted to

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1 give yourself?

2 A. I suggested the title to Ed Nordholm.

3 Q. Why did you suggest changing your title from vice
4 president to executive vice president?

5 A. Scope of work change.

6 Q. What was the scope of work change?

7 A. Had to take on additional duties and time.

8 Q. What additional duties did you take on?

9 A. Originally, was engaged to report to Jeff Jarrett,
10 and with Jeff's departure, I had to assume some of Jeff's
11 duties.

12 Q. What duties did you have as vice president of
13 Anthem Wrestling in 2017?

14 A. Sat in creative meetings; production meetings; was
15 involved in the-- in the production of the t.v. broad-
16 casts; consulted with senior members on business
17 decisions or direction; negotiated on behalf of Anthem
18 Wrestling with partners, both in the wrestling business,
19 and I'd have to go back and look, but I believe some
20 third party vendors.

21 Q. Are you an owner of Anthem Wrestling?

22 A. Repeat the question, please.

23 Q. Are you an owner of Anthem Wrestling?

24 A. Can I get clarification on the term, "owner"?

25 Q. Do you hold any membership interest in Anthem

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1 Wrestling?

2 A. I do have some shares in-- sorry. Pardon-- I do
3 not have shares in Anthem Wrestling.

4 Q. Have you ever had shares in Anthem Wrestling?

5 A. I did have shares in Anthem Wrestling.

6 Q. When did you have shares in Anthem Wrestling?

7 A. Acquired them in 2018.

8 Q. Alright. How much did you pay to acquire those
9 shares?

10 A. I honestly don't know if I can disclose the terms.

11 Q. Well, we'll designate this portion subject to the
12 protective order which is in place, which means it can't
13 be shared with anyone outside this lawsuit. If you
14 believe it is highly confidential, we can designate the
15 portion of this transcript as attorney's eyes only, in
16 which case, my clients won't be able to see this. Which
17 of those designations would you like to apply to your
18 testimony?

19 A. I think if we go down this-- I think if we go down
20 this route, I need to step down and get a U.S. attorney
21 to represent me.

22 Q. Are you refusing to answer this question?

23 A. I'm saying I don't know if I'm allowed to or-- or
24 should answer this question.

25 MR. LEE: On behalf of Anthem Wrestling, I believe you

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1 can proceed and we'll designate it as highly
2 confidential.

3 MR. MILLER: That was Mr. Lee speaking.

4 MR. LEE: Yes, Mr. Lee speaking.

5 Q. So, Mr. D'Amore, how much did you pay for your
6 shares in 2018?

7 A. Can I have a moment to speak with my counsel?

8 Q. I'm sorry, you cannot, unless you are asserting
9 privilege over this information, and so, I don't know how
10 this would ever be privileged, so I need you to answer
11 the question.

12 A. Please repeat the question.

13 Q. How much did you pay for your shares in Anthem
14 Wrestling Exhibitions, LLC in 2018?

15 MR. LEE: Objection to form. Just, we're referring to
16 them as shares, but it's membership interest, is that
17 correct? Just for--

18 MR. MILLER: I would--

19 MR. LEE: --clarity.

20 MR. MILLER: --assume it is the membership interest.

21 MR. LEE: Right. I just want to make sure we're
22 being...

23 MR. MILLER: Your client said, "shares". He--

24 MR. LEE: (Interposing) Yes, I understood. I just
25 wanted to clean that up.

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1 EXAMINED BY MR. MILLER:

2 Q. This is Mr. Miller speaking. Mr. D'Amore, how
3 much did you pay for your membership interest in Anthem
4 Wrestling Exhibitions, LLC in 2018?

5 A. I don't believe I paid anything.

6 Q. Okay. How many shares did you receive of Anthem--
7 or how many membership interests did you receive from
8 Anthem Wrestling, LLC-- strike the question. How many
9 shares-- how many membership interests in Anthem
10 Wrestling Exhibitions, LLC did you own in 2018?

11 A. Don't know.

12 Q. How did you come to own the membership interests
13 in Anthem Wrestling Exhibitions, LLC in 2018?

14 A. I believe that I first received-- sorry, what's
15 the proper term?

16 Q. Membership interest.

17 A. I believe I first received membership interests as
18 part of signing my contractor agreement with Anthem
19 Wrestling, and then I received subsequent shares as part
20 of financing arrangement.

21 Q. When you say, "subsequent shares", what do you
22 mean by subsequent shares?

23 MR. LEE: Objection to form. Ryan Lee, objection to
24 form. Continue.

25 Q. You can answer. Go ahead.

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1 MR. PICKARD: Object to form.

2 A. Sorry, can you repeat the question?

3 Q. Sure. What did you mean by subsequent-- I think
4 you said, "subsequent shares"? Mr. Lee may object
5 periodically through this and that's to preserve his
6 evidentiary objections. So you need to answer the
7 question despite his objection. So my question to you
8 is, when you said, "subsequent shares", what did you mean
9 by subsequent shares?

10 A. What's the proper term, membership interest?

11 Q. Sure. Did you mean subsequent membership
12 interest?

13 A. Can you read back what I said, please? No.

14 Q. So here's my question, and let me make it very
15 simple, and it's going to be *inarfling. (phonetic
16 spelling) You acquired shares-- or you acquired
17 membership interest in Anthem Wrestling Exhibitions, LLC.
18 You said later you received subsequent shares in some-
19 thing. What did you receive subsequent shares in?

20 A. I believe subsequent membership units, as part of
21 a financing arrangement with Anthem Wrestling.

22 Q. So you attained subsequent membership-- you
23 attained additional membership units in Anthem Wrestling
24 Exhibitions, LLC, is that right?

25 A. Yes.

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1 Q. And you said you no longer own those membership
2 units in Anthem Wrestling. Did you sell those membership
3 units?

4 A. No.

5 Q. Where did the membership units go, if anywhere?

6 A. I don't-- I don't know the particular logistics of
7 it, but I-- for lack of a more proper term, I swapped the
8 membership interest in Anthem Wrestling out, I believe
9 to-- for membership interest in a-- the parent company,
10 or a different company or entity.

11 Q. Thank you. So during this deposition today, we're
12 going to be using AgileLaw to show you electronic
13 documents. You should be able to use your laptop in
14 front of you to scroll through the pages and to zoom in
15 and enlarge the type if you need to see it if you have
16 any vision issues, so that you can see it better. On the
17 screen before you should be, "Plaintiff's second amended
18 notice to take deposition of Scott D'Amore". Do you have
19 that before you?

20 MR. PICKARD: Counsel, I apologize, but I'm using the
21 software to show the client the document and it might be
22 an issue with the document, but I'm not able to scroll
23 it, it seems, unless I make it-- I don't know if you know
24 what I'm talking about but...

25 MR. MILLER: I do. You're unable to move it on the

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1 screen?

2 MR. PICKARD: Exactly. I can zoom in and out of the
3 document, but not able to control what part of the page
4 I'm looking at.

5 MR. MILLER: There's no button in the top that
6 allows-- has arrows up and down?

7 MR. PICKARD: Now my document just got taken away.
8 Okay, we're able to do it now.

9 EXAMINED BY MR. MILLER:

10 Q. Do you recognize this deposition notice, as in,
11 have you seen it before?

12 A. I'm just reading it right now. Where's the top
13 half of it?

14 MR. PICKARD: Once again, counsel, I'm having
15 difficulty with the software. I'm able to zoom in on the
16 document, and I can use the up and down arrows to get to
17 a second page of your document. But for example, if I'm
18 zooming in on this document such that it's readable on
19 the screen, saying at the top in the middle, "United
20 States District Court For the Middle District Of
21 Tennessee At Nashville", I'm unable to scroll down to see
22 past the parties. If I hit the down arrow, it jumps me
23 to the second page. There's no scroll bar.

24 MR. MILLER: Yes. How big is your laptop? What's
25 the--

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1 MR. PICKARD: It's--

2 MR. MILLER: --screen size of your laptop?

3 MR. PICKARD: It's 15 inches, 16 inches. It's
4 regular--

5 MR. MILLER: (Interposing) It should be-- sorry.

6 MR. PICKARD: There does not seem--

7 MR. MILLER: (Interposing) It should be significant.
8 It should be of a large enough size that your client can
9 see.

10 MR. PICKARD: Yes, we can read the document. I'm just
11 unable to scroll it. I'm unable to go down the page to
12 see the second half of a page, for example, unless I zoom
13 out so the entire page is on the screen and it makes it
14 too small to read.

15 MR. MILLER: Counsel, I'm able to see what is on your
16 screen.

17 MR. PICKARD: Okay.

18 MR. MILLER: And the size of which you're blowing it
19 up is an irregularly large amount.

20 MR. PICKARD: Well if I move to 50 percent, that is
21 not readable.

22 MR. MILLER: Well,--

23 MR. PICKARD: And--

24 MR. MILLER: --you currently have it blown up to 191
25 or-- now you have it at 72 percent. There is a fit-to-

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1 width and fit-to-length button that should--

2 MR. PICKARD: Okay. I've just hit the fit--

3 MR. MILLER: --enable you to scroll. Next to the zoom
4 in buttons there's an arrow, right to left.

5 MR. PICKARD: Okay. Alright. Just for the record,
6 the percentages that you're siting are not the ones that
7 are on my screen. However, I've hit fit-to-width, and
8 the last thing I can see on the page is, "Defendant
9 plaintiff-counterclaim", half that word, and there is no
10 mechanism to scroll down this page to see the rest of it.

11 MR. MILLER: Is that the fit-to-width or fit-to-
12 length,--

13 MR. PICKARD: If I hit fit--

14 MR. MILLER: --the height?

15 MR. PICKARD: Fit-to-height? I see it all the way
16 down to Exhibit 181, stamped in the bottom right corner,
17 but the text is not readable.

18 MR. MILLER: If you put it at 100 percent, it is
19 readable.

20 MR. PICKARD: I'm at 100 percent, and the last thing I
21 can see is "Plaintiff second amended notice taking
22 deposition of Scott D'Amore", and there's no mechanism to
23 scroll down to see the rest of the page.

24 MR. MILLER: Counsel, you now have it at 144 percent,
25 is what you've blown it up to.

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1 MR. PICKARD: Okay. I'm just--

2 MR. MILLER: (Interposing) You're telling me you can't
3 read it, the normal size--

4 MR. PICKARD: Mr. Miller--

5 MR. MILLER: --on a 15 inch screen. Is that what
6 you're saying?

7 MR. PICKARD: I'm not sure. You're not in this room.
8 I am zoomed at 100 percent. The witness can testify to
9 that, and the court reporter can look at the screen as
10 well.

11 MR. MILLER: I can see exactly what's on your screen
12 and it is very, very large. I am able to see what is on
13 your screen and see what you're scrolling through.

14 MR. PICKARD: I'm showing the screen to the court
15 reporter so that she may take note of what is in the
16 room. I don't know what you're seeing. Okay. But it
17 still remains that whatever zoom level I choose, no one
18 is telling me how to scroll down a page in the software.

19 MR. MILLER: There is a scroll bar on the right side--

20 MR. PICKARD: (Interposing) There is--

21 MR. MILLER: --to enable you to--

22 MR. PICKARD: --no scroll bar on the right side, and
23 all I have is a-- my mouse turns to a, kind of a stop
24 sign whenever I go over the document.

25 MR. MILLER: And you're not able to-- it currently

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1 looks like you're zoomed at 144 percent. Is that not
2 accurate? Is it 100 percent?

3 MR. PICKARD: It's at 100 percent. And when I'm
4 looking at, again, as soon as the mouse gets overtop of
5 the document, it turns to kind of a no smoking symbol or
6 something like that.

7 MR. MILLER: Well here's what we're going to do.
8 We're going to send copies of these exhibits to Sharon.
9 Hayley's going to go send those to Sharon right now and
10 have them print it out. I--

11 MR. PICKARD: Okay.

12 MR. MILLER: --have significant doubts as to the
13 inability to use this. You are the first of several
14 hundred people that I've used this deposition software
15 with in this type of case.

16 MR. PICKARD: Alright, well...

17 MR. MILLER: And this is the first situation that has
18 ever had a problem.

19 MR. PICKARD: Well I'm--

20 MR. MILLER: (Interposing) And I find it frankly to be
21 consistent with the overall lack of cooperation that has
22 occurred. So we'll go print that out so that you have a
23 hand copy of that. If that extends beyond the three
24 hours and causes us to extend beyond the three hours, so
25 be it. But I'm going to continue with my deposition

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1 without these type of obstacles.

2 MR. PICKARD: That's quite fine.

3 EXAMINED BY MR. MILLER:

4 Q. Have you received a litigation hold notice from
5 Anthem Wrestling in this case?

6 MR. LEE: Objection. The extent calls for attorney/
7 client communication.

8 Q. The existence of a litigation hold notice is not
9 privileged communication so that's not-- and the notice
10 itself is not privileged. The existence of it certainly,
11 and cannot be disputed. It is not privileged. Have you
12 received a litigation hold notice in this case?

13 A. I don't even know what that is.

14 Q. Have you received any document from Anthem
15 Wrestling telling you not to destroy any e-mails related
16 to this lawsuit?

17 A. I don't recall.

18 Q. Have you taken any steps to preserve any e-mails
19 that mentioned Jeff Jarrett during the time period of
20 2017 to 2018?

21 A. I don't delete e-mails, so I wouldn't have taken
22 any specific steps that I know of. I wouldn't even know
23 how to preserve, but I also don't delete e-mails. So
24 they should still be on the server.

25 Q. Have you taken any-- have you been asked by any-

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1 one at Anthem Wrestling to collect your e-mails for
2 producing to counsel?

3 MR. LEE: Objection to the extent it requires
4 attorney/client communication. Proceed to answer.

5 A. Sorry, can Mr. Lee repeat that, please?

6 MR. PICKARD: Certainly.

7 MR. LEE: It's our objection to the extent it calls
8 for attorney/client communications, but otherwise you can
9 answer.

10 A. Mr. Miller, can you repeat the question, please?

11 Q. Has anyone at Anthem asked you to collect e-mails
12 to produce to counsel in this case?

13 A. No.

14 Q. What are your current responsibilities and duties
15 as the executive vice president of Anthem Wrestling?

16 A. My contracted duties are to help prepare a
17 business plan; to oversee the creative process; and to
18 oversee the production scheduling in process for Anthem
19 Wrestling.

20 Q. What job title, if any, do you have with Anthem
21 Sports & Entertainment, LLC?

22 A. None.

23 Q. You said you have a contract to be the executive
24 vice president of Anthem Wrestling. Who is that contract
25 with?

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1 A. I don't have it here. I'd have to look at-- I
2 believe, to the best of my recollection, that it's with
3 Anthem Wrestling.

4 Q. Are you paid by cheque by Anthem Wrestling?

5 A. I believe so. I'd have to ask my bookkeeper.

6 Q. What job title do you have, if any, with Fight
7 Network?

8 A. None.

9 Q. What relationship do you have, if any, with Fight
10 Media Group?

11 A. I'm not exactly sure what Fight Media Group is, so
12 I-- I have no title with a Fight Media Group.

13 Q. Who do you report to at Anthem Wrestling?

14 A. Ed Nordholm.

15 Q. Anyone else?

16 A. No.

17 Q. Are you familiar with a management committee for
18 Anthem Wrestling?

19 A. I've heard the term.

20 Q. Are you a member of the management committee for
21 Anthem Wrestling?

22 A. I-- I made-- clarity. I know that there's a
23 three-member committee of myself; Ed Nordholm; and Don
24 Callis that oversee the business for Anthem Wrestling,
25 but I don't know specifically what that's called.

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1 Q. How do you refer to that committee when you talk
2 with Ed? What do you call it?

3 A. The Golden Trio.

4 Q. The Golden Trio. Does Mr. Nordholm report to the
5 Golden Trio?

6 A. Sorry, that was a bit of a joke, but that is a
7 term. I-- we-- we just have calls and meetings together.
8 We don't officially refer by any title, and I report to
9 Ed Nordholm, and I can't comment on who Ed reports to
10 after that. Ed's the president of Impact Wrestling.
11 Sorry, Anthem Wrestling.

12 Q. Thank you. Who, if anyone, reports to you at
13 Anthem Wrestling?

14 A. I mean, I'm not exactly sure on the term, "reports
15 to", but Josh Lomberger, I would say probably reports, at
16 least through-- communicates the majority with me. Greg
17 Bagarozy. I mean, it's hard because we-- we basically
18 manage by committee with myself; Don; and Ed. But I
19 would say anything that deals with production or live
20 events, mainly is something that I deal with.

21 Q. When did you begin managing by committee or
22 participating in managing by committee?

23 A. I'd have to look. It'd be-- it'd be right around
24 the-- it would be right around the beginning of January
25 of 2018.

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1 Q. In September of 2017, were you part of the
2 managing my (sic) committee?

3 A. Sorry, just repeat the date?

4 Q. September 2017.

5 A. In-- and I'm not exactly sure on the dates. But
6 in August or September of 2017, Jeff Jarrett-- and if any
7 of the words are incorrect, I'm happy to discuss
8 correcting them-- but either stepped down, or was-- was
9 relieved, or whatever temporary, to seek treatment for
10 his drug and alcohol issues. At that point in time, Ed
11 Nordholm had asked myself; John Gaburick, who was a-- an
12 employee of Anthem Wrestling, and Sonjay Dutt. Pardon
13 me. Legal name, Retish Bhalla. Ed Nordholm asked if in
14 Jeff's absence, if the three of us would oversee the--
15 the creative process and the production. In essence,
16 keep things moving while Jeff Jarrett was off dealing
17 with his issues.

18 Q. How, if any, did your duties and responsibilities
19 change when Mr. Jarrett went on leave?

20 A. Well previous to his leave, myself and Mr. Bhalla,
21 certainly-- we had both been brought in by Mr. Jarrett,
22 and I believe, although not absolute, that John Gaburick
23 also reported to Jeff. So, the basic arrangement was
24 that the three of us would kind of oversee what had
25 previously been parts of Jeff's role, at least, on the

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1 creative and production side of things until further
2 notice.

3 Q. When you took over that portion of Mr. Jarrett's
4 responsibility, did your compensation change?

5 A. I'd have to go back and look. But the-- I believe
6 the terms of the compensation changed, but if you broke
7 it out, it was-- wasn't really a substantial change in
8 the-- the pay, the earning, etcetera. Under Mr. Jarrett,
9 my compensation was set up in a loose configuration of a
10 quasi per diem, quasi billed hours-type of situation,
11 which I always thought was respectfully, not the greatest
12 way to set it up, and it led to a lot more billable hours
13 than I think anybody ever anticipated. So in
14 Mr. Jarrett's leave, I basically agreed to a-- a set
15 figure 'til the end of the year.

16 Q. Okay. How often, if at all, do you travel to
17 Nashville for your work with Anthem Wrestling?

18 A. I mean, it can vary. I think probably-- I don't--
19 I don't know if I was in Nashville at all between-- after
20 our January events. We held-- we have pay per view and a
21 television taping in Nashville in January, and then I
22 don't-- I don't know if I visited Nashville again, and if
23 I did, I don't recall, but I-- I'd have to go look at my
24 travel records. But I don't know if I-- if I visited
25 Nashville again until the-- and I'd have to look up when

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1 it happened, but in the fall of this year, Kevin
2 Sullivan, who was our-- his title was vice president of
3 production. Although I don't think he was an officer
4 either. He departed and took a good amount of the post-
5 production team that was in Nashville with him. So when
6 that happened, I had to get a little more involved in
7 the-- in the production or more post-production aspect of
8 our-- of our broadcasts and our production model. So--
9 and again, I'd have to, subject to me going and looking
10 at my-- my travel logs, I think it would-- probably in
11 the last three or four months, I would say that I've been
12 to Nashville, my estimate is three, three times in the
13 last three or four months, which is probably
14 substantially higher than I'd previously been post-2018.
15 Or sorry, by the end of-- in 2017, to clarify. In 2017,
16 and the system under Mr. Jarrett, who was the chief
17 creative officer and oversaw most aspects-- most aspects
18 of the company, and to whom I reported directly to, we
19 had our creative meetings and other meetings in
20 Nashville. But-- so my travel there was probably in '17.
21 It was probably at least once or twice a month. In '18,
22 it was sporadic. It was-- like I said, I don't know if I
23 made a trip at all in '19, after our events, and before
24 Kevin Sullivan's departure. And since his departure,
25 which I think was in September-- as I said, I think I've

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1 made three trips to Nashville.

2 Q. When you made the last three trips to Nashville,
3 who paid for your hotel in Nashville?

4 A. I did.

5 Q. Were you reimbursed by the company-- or I mean, by
6 Anthem Wrestling?

7 A. I'd have to look and see, because I'm notoriously
8 tardy. I'm-- if I haven't been reimbursed, I would be
9 reimbursed by Anthem Wrestling for, I'll say two of the
10 trips, but certainly all of the trips but one. The
11 normal course would be for-- as a consultant, I usually
12 book my own flights. I book my own hotels. I handle my
13 own expenses. It's part of my invoicing, which, as I
14 said, I get tardy with-- I file my expenses.

15 Q. So it's your understanding that whether they have
16 in the past, if you submit these-- it's your under-
17 standing that Anthem is going to reimburse you for the
18 cost of your travel and hotel when you come to Nashville,
19 if they haven't already?

20 A. Yes, standard-- standard procedure for anybody I
21 provide services for is for my fees and expenses. I
22 like--

23 Q. (Interposing) How much of your working hours do
24 you spend working on Anthem Wrestling projects or
25 consulting?

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1 A. I don't-- I don't keep a docket anymore 'cause I'm
2 on a fixed rate.

3 Q. Would you say you spend most of your working hours
4 now working for Anthem Wrestling?

5 A. I would say that I-- I spend substantial time
6 working on-- on Anthem Wrestling projects, and-- and
7 business. To say-- and I'm-- I forget the term you used,
8 but I run multiple projects; multiple clients, including
9 my own. And so I would not say that all my time-- or I
10 couldn't say the majority of the time, but I would say
11 that substantial time is spent on Anthem Wrestling
12 business, and probably by what the standards of what a
13 normal full-time commitment would be, I would say that
14 I-- I certainly probably put in those type of hours, but
15 I'm-- would not say that they make up the-- and I don't
16 remember the term, whether it was majority, or what it
17 was, but it's-- it's substantial time, but it's not all
18 or most of my time.

19 Q. And so, you had said more or less than 50 percent
20 of your time, your working time?

21 A. I don't break down my hours, so it would be a
22 total guess. Varies from day-to-day and week-to-week.
23 And what needs to get done, I prioritize and get done,
24 and if that means it's a 10 hour day or a 12 hour day or
25 an 18 hour day or 20 hour day, frankly, then it-- it gets

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1 done.

2 Q. You previously mentioned Jeff Jarrett. Who's Jeff
3 Jarrett?

4 A. Well Jeff Jarrett, I believe is your client in the
5 matter. Jeff is a well-known professional wrestler. So
6 I think Wikipedia or Google would cover who Jeff is,
7 broadly. Who Jeff is in relation to me, friend; some-
8 times boss. I guess, technically, still a business
9 partner in Global Force Entertainment.

10 Q. Thank you for sharing that. The reason I'm asking
11 this, a jury or a judge is going to read this in the
12 future and I'm just trying to be clear in our testimony.
13 So I apologize if that seems like an obvious answer. Did
14 Jeff Jarrett introduce you to Mr. Nordholm?

15 A. Yeah, I had-- I don't know when I first met Jeff.
16 My guess would be, sometime probably through the 90's as
17 we realized our paths have crossed so much. We never
18 actually know when we first met. First met Jeff in early
19 2000's, working with a different organization. He then
20 brought me to TNA, which was the predecessor to Impact
21 Wrestling or Anthem Wrestling, and I spent years there
22 working with him on that. Left the industry, for the
23 most part, until Jeff's formation of Global Force
24 Wrestling or Global Force Inc. Helped him on some stuff
25 there. Provided some-- some equity for him to try to

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1 start up. Project subsequently never really got off the
2 ground, unfortunately. Jeff took a position with-- and I
3 apologize. I don't know if it was Anthem Wrestling or if
4 it was one of the predecessors, but it was a-- whatever
5 corporate entity was overseeing the Impact Wrestling
6 brand at the time. I think that was in January of 2017,
7 'cause I recall him calling me to tell me that he was
8 going back to Impact, which was a shock to me, as he knew
9 it would be. And he had asked me if I would come down
10 and as he said, "Come in for a couple of days", and kind
11 of see what they were doing, and just kind of give him
12 my-- my thoughts and opinions, evaluation of how they
13 were doing things. So I originally said, "no". Jeff's
14 very persuasive. He convinced me to come down, and as he
15 said, "Spend a couple days and have some laughs" with him
16 and Dutch, a long time associate of ours, and I did that.
17 And, you know, as persuasive people do, Jeff was able to
18 convince me to continue to come down on a somewhat
19 regular basis. Somewhere, I don't know where-- oh, I
20 first met Ed Nordholm, I was flying back from Toyko,
21 Japan, 'cause previous to Jeff getting me involved in the
22 Impact or Anthem Wrestling business, I had been working
23 at a deal for Global Force for Jeff to partner with a
24 Japanese promotion, Pro-Wrestling Noah, and then Jeff
25 went to Impact or Anthem. He asked me to kind of try to

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1 put the deal together. I, at that time, was wearing
2 almost more of a Pro-Wrestling Noah hat, 'cause I do
3 business with them, and Jeff was on the Impact or Anthem
4 side and was able to put a deal together, and when-- when
5 it came time to finalize it, the Japanese company, Noah,
6 wanted to have Jeff fly over to be part of a press
7 conference and a contract signing and everything else for
8 the announcement of the agreement between Pro-Wrestling
9 Noah and Impact, and Jeff said there was no way with
10 family and work commitments that he could-- he could make
11 it, so I-- he asked me if I would-- if I would go. He
12 said that-- that he-- he said he would. By, "he", I
13 presume he meant Impact or Anthem would pay-- would pay
14 my expenses to go to Japan as Impact Wrestling's
15 representative in Jeff's place. So it was odd because I
16 had negotiated on behalf of Pro-Wrestling Noah with Jeff,
17 but after getting the sign-off from the Japanese, I
18 agreed. I went over to Japan for the press conference
19 and-- and the signing. The contract signing was
20 ceremonial. The contract looked very legitimate but
21 added a clause in it saying everything in the contract
22 is-- is null and void and it forms no official partner-
23 ship. But it was more for the pomp and circumstance of
24 the press conference and the-- the PR of it. So, I
25 remember reaching out to Jeff because they wanted to know

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1 what to list me as, which is when Jeff said to-- he goes,
2 "Well, list-- list yourself as vice president". And I
3 go-- I go, "Okay". And we kind of had a chuckle,
4 proceeded with the press conference that way. I flew
5 back from Japan and I remember landing in Minneapolis,
6 St. Paul, turning my phone on, and it starts-- starts
7 blowing up with "Congratulations" text messages, and
8 "Welcome back" text messages and everything else. And it
9 was because apparently it had gotten out that I had
10 signed this-- this contract as executive vice-- no,
11 sorry, pardon me. As vice president, excuse me, at the
12 time, of Impact Wrestling. So I was flying right to
13 Nashville, and when I flew in, me and Jeff were kind of
14 chuckling as we walked to his office. We got to his
15 office, and he-- Ed Nordholm was sitting in Jeff's
16 office. They used to share an office in the main part of
17 the facility that housed Impact or Anthem, and again, I
18 don't know when exactly it switched. I think it was
19 Anthem at this point. But he was sitting there, and Jeff
20 basically said, "Oh". He's like, "Hey, have you guys
21 met? Scotty "D", this is-- this is Ed Nordholm. And Ed
22 spun around with a big smile on his face. Goes, "Oh,
23 there's my new vice president". And me and Jeff just
24 belly laughed and Ed didn't know what was so funny,
25 because Ed was removed from the operations. Ed had seen

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1 the-- the pictures on Twitter, and I guess it included my
2 joining the company as a vice president in his quarterly
3 talent and industry, you know, communication that he
4 does.

5 Q. That's a good place to stop. I'll stop you right
6 there, just because there's a lot to unpack with every-
7 thing you just said, and I didn't want to interrupt you,
8 but can I pause you there? Would that be okay?

9 A. Yes.

10 Q. Thank you. Alright. So my question then, did
11 Jeff Jarrett introduce you to Ed Nordholm? The answer is
12 yes, right?

13 A. Yes.

14 Q. Right. And so you're saying that Mr. Nordholm--
15 your announcement as vice president was before you ever
16 met Mr. Nordholm, is that right?

17 A. I believe so, yes.

18 Q. Okay. And so, is it your testimony today that
19 Mr. Jarrett helped you get a job with Anthem Wrestling,
20 or establish a relationship with Anthem Wrestling?

21 A. He didn't get me a job.

22 Q. Okay.

23 A. He-- he asked for-- and I would borderline say
24 pleaded with me-- to come down and consult for him,
25 although I was paid by-- by Impact, but for him in trying

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1 to restructure the Impact business.

2 Q. Okay. So I'd like to know a little bit about your
3 consulting background. You said that you have consulted.
4 Were you a professional wrestler at one point?

5 A. Yes.

6 Q. What was your primary persona? And I don't mean
7 by your attitude, I mean the character or name that you
8 went by.

9 A. I tried to, through the majority of my career--
10 unless it was completely frowned upon or not wanted, I
11 tried to use my-- my legal name.

12 Q. Alright. Is it your understanding by using your
13 legal name that you gave up the right to use-- is it your
14 understanding that by using your legal name with one
15 wrestling purveyor, that you gave up your right to use
16 your legal name with some other purveyor of wrestling?

17 MR. PICKARD: Objection.

18 MR. MILLER: He can answer.

19 MR. PICKARD: Well you're asking him to give his legal
20 opinion.

21 MR. MILLER: I'm not asking for his legal opinion, and
22 thank you for that. He can still answer. Even if it's
23 ultimately not admissible, he can still answer.

24 EXAMINED BY MR. MILLER:

25 Q. So I'd like the answer to the question, please.

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1 A. I have no idea.

2 Q. Tell me all the companies that you have wrestled
3 under the Scott D'Amore name, or whom you have wrestled
4 under the Scott D'Amore name.

5 A. Well I think I-- I would neither remember, and we
6 would use up the balance of our three hours going through
7 that.

8 Q. How about a number? Give me a number of
9 companies, an estimated number of companies, which you
10 wrestled under that name for.

11 A. Don't know. Dozens. No way to pin it.

12 Q. So, more than 10?

13 A. I'd say, yes.

14 Q. That's right. More than 20?

15 A. Probably.

16 Q. Do you currently wrestle, professionally wrestle?

17 A. Not usually. Last many years I'm still-- still
18 say that-- I think I've had a handful of matches in the
19 last many years, so. And none, I think, well over a
20 year.

21 Q. Alright. Are you familiar with the term,
22 "Kayfabe"?

23 A. Kayfabe?

24 Q. Yes. Am I saying it wrong?

25 A. Kayfabe.

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1 Q. Kayfabe. Are you familiar with the term,
2 "Kayfabe"?

3 A. I am.

4 Q. What is Kayfabe?

5 A. I mean, you ask 10 people in the industry and you
6 might get 10-- 10 different answers. It's an industry
7 term for wrestling. I believe came from its carnival
8 roots, and it's basically-- it's how we protect or at
9 least used to protect our secrets in the industry.

10 Q. What do you mean protect your secrets? What does
11 that mean?

12 A. Well there was a-- there was a day in time where
13 wrestling existed and you-- or at least the industry that
14 I was brought into originally, there was no-- there was
15 no such thing as writers. There was no talks about
16 scripting or formatting or-- or planned finishes. You
17 presented professional wrestling as if it was a-- a
18 contest, and the prevailing theory was that our industry
19 works best when the fans-- you know, at least we can--
20 either they believe it's real, or we allow them to have
21 questions about-- you know, at least-- like, even if they
22 think it may not be completely on the up-and-up, you
23 know, you're protected to the point where there's always
24 little things where they go, "Whoa". You know, I mean,
25 "Shit, maybe"-- pardon my language. You know, "Maybe

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1 that was real". So, the prevailing belief for many years
2 was that for the good of the industry and everybody in
3 its well-being, you had to do everything you could to--
4 to try to-- and I don't know the proper term, but protect
5 the "legitimacy" of pro wrestling.

6 Q. So it's essentially protecting or blurring the
7 lines between reality and performance. Is that...

8 A. Well somebody may say that. That's not what I
9 said. And it's a protective philosophy to where we--
10 where we don't share what or how we do what we do with
11 anybody outside of the industry, and you had to be
12 accepted inside of the industry in order to-- to be part
13 of it, and you were-- you were expected, keep and hold
14 those-- those secrets.

15 Q. So it's a way-- a means of protecting the illusion
16 that professional wrestling might be real. Is that how
17 you would describe it?

18 A. Yeah, somewhat. I mean, I think that's-- like I
19 said, it's a pretty hard term to describe because it
20 covers everything from, you know, me not showing you,
21 Mr. Miller how we-- we throw a punch that hopefully looks
22 good and doesn't harm you in any way, and that may go to
23 the extent equally of, you know, if I'm-- if I'm a good
24 guy and Mr. Pickard is a bad guy, or as we call them in
25 the industry, good guys are Baby Faces, and the bad guys

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1 are Villains or Heels. Me and Mr. Pickard may be the
2 best of friends, but if me and you, Mr. Miller, are Baby
3 Faces and Mr. Pickard is a Heel, then me and you are
4 going to travel together. Me and you are going to eat
5 together, and we'll make sure that even if we're all the
6 best of friends, that nobody in public sees us talking or
7 socializing with Mr. Pickard or any of the other Heels.

8 Q. Thank you for that explanation. That helps. I'd
9 like to talk a little bit about the Amp'd content. Are
10 you familiar with the Amp'd content?

11 A. You're referencing the GFW Amp'd tapings?

12 Q. Correct.

13 A. Yes.

14 Q. What involvement, if any, did you have in events
15 that were taped and became the Amp'd content?

16 REPORTER: Sorry, can you repeat that? There was a
17 cough.

18 MR. MILLER: Sure.

19 Q. What, if any, involvement did you have in the
20 event that was taped to create the Amp'd content?

21 A. Well by that point in time, I was-- whatever the
22 proper term is. I apologize if it's shareholder or
23 participating member or whatever. I had a-- an ownership
24 interest of some type in GFW. Also had been working on--
25 working with Mr. Jarrett on deals, you know, to try to

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1 establish relationships in the industry to be able to get
2 the-- our business off the ground. One of the things
3 that we struggled with with Global Force, was that we--
4 there was nothing to touch. There was nothing that was--
5 we couldn't prove to people that we could produce a
6 product because we had it. You know, the wrestling
7 industry in this day and age is very television-based,
8 and although we had a good management team together with,
9 you know, Mr. Jarrett; Mr. Sullivan; myself; Mr. Bhalla;
10 we hadn't, as Global Force, produced anything and
11 Mr. Jarrett in-- I say respectfully, somewhat of a last
12 ditch effort, decided that we should try to produce
13 content to show people that we could produce and deliver,
14 'cause that was, according to Mr. Jarrett, one of the big
15 concerns, and it had been expressed by-- I forget who our
16 agent was at the time, working on the television deals,
17 'cause I did everything I could to assist Mr. Jarrett,
18 both as an investor, which I did in good part to try to
19 help him, and-- and also for-- like, I gave him my CV and
20 let him use it freely, and that's where I first became
21 a-- and I-- I don't understand the-- the U.S.
22 connotation, but in Canada I would say, "Well, I had a
23 vice president title with GFW or GFE". I was not
24 actually an officer of the company, but I leant my-- my
25 credibility, as it was, to Jeff and to Global Force, and

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1 I tried to work with him on, you know, putting the stuff
2 together, and then when the Amp'd events came along, Jeff
3 asked me to-- to go to Las Vegas to, you know, to be part
4 of producing the content. So I, you know, reviewed the--
5 the formats and took part in the production meetings and
6 helped produce, and ran the-- the go-position, per se.
7 As we call it in the industry, the person who tells
8 everybody when to go out. The person who gives cues on
9 what to do, you know, times, etcetera. So I performed a
10 lot of the same duties that I had in the past when I--
11 when I worked in the industry in a-- in a backstage or
12 behind the scenes role.

13 Q. So based on-- and you've got a lot there I'd like
14 to go through. You said this was a last ditch effort to
15 put together the content. As I understand your
16 testimony, it's that, for people in the industry to get
17 a t.v. deal, they really wanted a proof of concept, or
18 they wanted the actual concept. Is that what you're
19 saying today?

20 A. Yeah, what I'm saying, if last ditched-- sorry, it
21 was the echoing. The phone was echoing there for a
22 second. I-- I'm relaying what Mr. Jarrett relayed to me
23 at the time, which was that we had been pitching, you
24 know, the concept around in multiple places and had used
25 a-- a couple of pretty well thought of Hollywood people

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1 to try to get the-- the show greenlit with a network for
2 broadcast, and we were not-- we were onto our second--
3 second, and I don't know what their-- their role was,
4 what the proper term is, but I'll say agent, for lack of
5 a better term at the time. The second one was A. Smith
6 & Company, and very well respected industry people,
7 people in the-- in the television industry. And we still
8 weren't able to get anybody to-- to pick it up. So, the
9 idea, you know, as best I understand it, was to-- to go
10 there, produce this content to show that we could deliver
11 what we were saying we could deliver product-wise, both
12 as far as for being able to just deliver the content, and
13 also, deliver the content at a level that would be deemed
14 acceptable, appropriate, "good", for cable network home.

15 Q. Alright. So the purpose of this was to create
16 essentially a pilot of 16 episodes for a t.v. deal. Is
17 that right?

18 A. Yeah, I-- and I mean, again, I'm going-- a lot of
19 my dealings were directly with Mr. Jarrett. He-- he
20 originally was hoping that we could-- you know, he
21 thought we might be able to take this "series". I don't
22 recall how many episodes. But take it and get it aired-
23 some-- but I thought-- was hoping we could make a deal
24 with that content. And I mean, ultimately, we weren't
25 able to, but I-- the idea was, we could show that we-- we

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1 could produce the content, deliver the content, you know,
2 and package together so that we could, in essence, you
3 know, meet our deliverables.

4 Q. So, is it your testimony today that the Amp'd
5 content was significant and important to Global Force
6 Entertainment?

7 A. I would say that the production of the Global
8 Force Amp'd content was us taking a shot at-- at going in
9 and trying to produce a "series" to show that we could.
10 The-- it not getting picked up, to me, was the near death
11 blow to Global Force. I own one of the largest wrestling
12 content libraries outside of Vince McMahon in the entire
13 world, and I've acquired hundreds, or probably if I go
14 through it, thousands of hours of content, and content
15 has value in two ways. If it's new, current, original
16 content, it has the value of being now. And then if it
17 doesn't have that, then the value-- the only value that
18 it has of any real merit is the significant importance of
19 it in history. Like my library contains the only film
20 footage of certain world title changes. My-- my library
21 contains Shawn Michaels' third match. You know, my
22 library contains full rights to the original Star Cage
23 Super event. So, I would say that the production of the
24 Amp'd series was-- was important in the sense that it
25 was-- it was us taking our shot for the fences, 'cause I

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1 think we had pretty much exhausted our opportunities or
2 options as far as for getting somebody to pick us up as a
3 series without producing it, and there was many at the
4 time who even questioned the idea of spending the
5 resources to produce it. Mr. Jarrett talked to me in
6 advance. I think one out of, not obligation, but out of
7 respect, as the person who was providing a good chunk, if
8 not the majority of his funding, but like I said, more
9 respect than obligation. And then I think also to-- to
10 get my thoughts on it. And my opinion at the time, and
11 is still today, that our options at that time were to
12 take a shot at it and see if we could get picked up, or
13 you know, we were potentially dead in the water.

14 Q. How long did GFE shop the 16 hours of content to
15 television network?

16 A. I'm not sure. We're going back quite a few years.
17 It was a--

18 Q. How long did--

19 A. --pretty significant amount of time.

20 Q. Would six months be a significant amount of time?

21 A. I mean, it could be. It could be. I mean, if
22 you're talking from inception to-- to completion, six
23 months wouldn't be, but by the time we shot Amp'd, we had
24 already been shopping for, I think, it was well over a
25 year and-- and it may-- I think it might have been well

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1 into two. So we were far down the road. We had already
2 gotten multiple rejections.

3 Q. Alright. Are you aware that the production-- the
4 completion of Kevin Sullivan's production of the Amp'd
5 content wasn't completed until nearly the fourth quarter
6 of 2016?

7 A. My understanding is that the completion of the--
8 the work wasn't-- wasn't done until it was-- it was
9 prepared for-- for air through Anthem Wrestling.

10 Q. Okay. How was it prepared through airing-- let's
11 talk a little bit about that. You said it was aired
12 through Anthem Wrestling. How did that come to occur?

13 A. Mr. Jarrett, who, at the time, was the chief
14 creative officer, and as Mr. Jarrett said to me, as one
15 of the pitches for why I should-- I should consider
16 coming and working with him on the Impact Wrestling
17 project, was that he had-- he was-- the term they used,
18 which I hadn't heard previously, was chief creative
19 officer. But Jeff basically said that he had--
20 ultimately had the final decision on everything product-
21 wise as far as for what made air; how we did the
22 creative; who we hired. And through that process, there
23 was deliverables that we had to-- to meet, content
24 requirements internationally. These-- these contents
25 were baked into our international deals, as best as I

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1 understood it then and still do today, as--

2 Q. (Interposing) Let me just pause you there.

3 A. Yeah.

4 Q. When you say, "we", you're referring to Anthem
5 Wrestling?

6 A. Yes, sir.

7 Q. Okay.

8 A. So I-- so Anthem Wrestling or Impact Wrestling or
9 TNA, or whatever the entity was at the time, had broad-
10 cast deals in other countries, and part of it was
11 domestically, we had our 52 week a year episodical
12 television show. And back in the original days when I
13 worked with Jeff on TNA wrestling, which was the
14 predecessor to-- to Impact, we did monthly live pay per
15 views. So our international agents had taken, you know,
16 our properties. When they shopped them, they basically
17 said, "You get a weekly two hour episodical show, and
18 you-- you also-- we can sell you this premium content,
19 which is a three hour pay per view every month as well".
20 So at some point in time, and I don't know when, but
21 Impact Wrestling, I-- I think it-- the decision predated
22 Anthem by quite a while. Made the decision to stop doing
23 monthly pay per views, 'cause domestically they were--
24 they were not doing good business, and that left them in
25 a position where they needed to still deliver a three

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1 hour show to meet the-- the contractual requirements
2 internationally. So what, to my knowledge they did,
3 predating when I went down to work with Jeff Jarrett on
4 Impact or Anthem Wrestling, they would do block tapings,
5 and they would basically, in a sound stage, they would as
6 quickly and cheaply produce the additional content in the
7 times when they were already at the studio to shoot the--
8 the main content for the weekly episodical. And at that
9 time, at least when I came to work with Mr. Jarrett and--
10 and Impact/Anthem, we were using-- we were back to using
11 Universal Studios Orlando, and we would go down there and
12 we would shoot contents in blocks. So we-- we would go
13 down. We wouldn't shoot one episode, or two episodes,
14 we'd go, and over the course of multiple days-- like over
15 the course of four days, we might shoot six episodes.
16 Over the course of five days, we might shoot eight or
17 nine episodes, whatever we could get out content-wise.
18 Usually those-- those mainline content, the weekly
19 episodical shows, were filmed in the evening. So at some
20 point in time, and this predates my rejoining, the
21 decision was made, while we have everybody here, we have
22 everything set up in the sound stage, we can go in in the
23 afternoon, and we can shoot these monthly shows that we
24 have to deliver. At that point in time, they were-- they
25 were a series-- a monthly series titled, "One Night

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1 Only". And that way you-- they didn't have any story
2 line connection because we'd be shooting them so far in
3 advance and you didn't have to factor them into the-- the
4 story arcs or anything. It was basically just a way to
5 meet the contract requirements of the international t.v.
6 contracts. So the idea was, while you have everything
7 there; you have all the talent there; you've already flew
8 them there; you're already paying their fees; you already
9 have a crew; you have everything paid for. The only
10 addition is bringing in some additional crew to actually
11 shoot a matinee, in addition to the evening show, and
12 the-- and some of the additional talent that was on a-- a
13 day rate. So you might have some-- some mid to lower
14 card talent that you had to pay additionally, but all of
15 your key players were on guarantees. So I think the
16 thought was that was the-- the cheapest way to-- to meet
17 the content requirements, and they had certainly done
18 that successfully for-- for a handful of years, I
19 believe, with TNA, and then Impact Wrestling.

20 Q. So the Amp'd content was intended to replace the
21 need for that additional time of producing the pay per
22 view, correct?

23 A. Yeah, but the idea first came to me about using
24 the Amp'd content from Jeff Jarrett. It was a-- it was
25 a situation where the-- producing those One Night Only

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1 events were a-- were a drain on us as a very small group
2 working on the creative and production of the-- of the
3 Impact or Anthem shows. They were not well attended.
4 You know, the crowds could be sparse. But the main thing
5 was, we just darkened the arena, like old boxing looks.
6 But the main thing was, we-- it would save us from having
7 to shoot those matinee events. And Jeff Jarrett brought
8 the idea forward of taking those episodes and using them
9 to fulfil some of the requirements for the-- the One
10 Night Only series.

11 Q. Okay. So, Mr. Jarrett suggested that. That was
12 after Mr. Jarrett had signed the letter of intent, right?

13 A. I-- I don't know what letter of intent you're
14 referencing.

15 Q. Alright. Did Mr. Jarrett, to your knowledge,
16 provide authorization for-- well why don't we do this?
17 Mr. D'Amore, we've been going an hour and a half. Do you
18 need a five minute restroom break or other break before
19 we proceed?

20 A. I-- I mean I'm fine taking a break now or a break
21 in a half hour, whatever's most convenient.

22 Q. Let's take a five minute break now. No longer
23 than a five minute break, and then we'll continue for the
24 remaining one and a half hours of the deposition.

25 A. Okay.

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1 MR. PICKARD: Okay, that's fine.

2 MR. MILLER: Go off the record.

3 12:25--DEPOSITION ADJOURNED.

4 12:40--DEPOSITION RESUMED.

5 EXAMINED BY MR. MILLER:

6 Q. Mr. D'Amore, this is Mr. Miller again. We took a
7 short break there. I hope to finish this up in the
8 remaining hour and a half without another break, so we're
9 going to move pretty swiftly. I will remind you that you
10 are under oath and you're still under the obligation to
11 fully, completely, and honestly answer my questions. Do
12 you understand that?

13 A. Yes.

14 Q. I'm now showing you on the screen, what has been
15 previously marked as Exhibit 60. I thought we'd start
16 off by us starting at 60. In this case, we number
17 exhibits consecutively. All this means is that this
18 exhibit has previously been shown in another deposition.
19 I'll direct your attention to the e-mail at the Exhibit
20 60 from Amy Zach to you; Mr. Jarrett; Dirty Dutch; and
21 others. Do you recognize that e-mail?

22 A. I mean, I-- I don't remember the e-mail, but it
23 looks like it was sent to-- that's Amy's old e-mail.
24 It's not the e-mail I had for Jeff. It has my old Global
25 Force Wrestling e-mail address, which I-- which I was

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1 still using well into '17. That's different-- Dutch.

2 Yeah, I don't-- I don't recall the e-mail, but I'm
3 looking at it right now.

4 Q. Okay. Were you working for Anthem Wrestling at
5 the time of this e-mail on March-- sorry, on May 8th,
6 2017?

7 A. I was providing services in a non-contract
8 consultant basis to-- to Jeff. So I guess Anthem, I
9 guess, through Jeff, since he was the chief creative
10 officer.

11 Q. Alright?

12 A. Yes.

13 Q. So I'm now going to move onto another area. One
14 thing I neglected, for the record, let me apologize to
15 Mr. Pickard and Mr. D'Amore. It appears there was a
16 software glitch. When we logged back in with Mr. D'Amore
17 as the witness, that solved the issue, and so Mr. D'Amore
18 is using the electronic version at this point in time.
19 I'm now going to show you what we'll mark as Exhibit 182,
20 which is an e-mail from Mr. D'Amore to Mr. Nordholm,
21 dated 9/4/2017.

22 EXHIBIT NO. 182: An e-mail from Mr. D'Amore to
23 Mr. Nordholm, dated 9/4/2017.

24 Q. Do you have that before you, Mr. D'Amore?

25 A. Yes. Yes, I do.

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1 Q. And do you recognize this e-mail?

2 A. I mean, I don't particularly recall it, but I have
3 it in front of me. I'm reading it right now.

4 Q. Alright. Do you have any reason to believe that
5 this is not a true and correct copy of an e-mail from you
6 to Mr. Nordholm dated 9/4/2017?

7 A. I mean, I don't-- I don't recall it, but I-- it's
8 showing from my Impact Wrestling e-mail, which-- when is
9 this from? Yeah, 'cause it was probably sometime in the
10 summer I switched because Jeff and, I believe more so
11 Karen Jarrett, Jeff's wife, wanted me working out of my
12 Impact account.

13 Q. Alright. At the bottom of that e-mail it mentions
14 the Triple Mania XXV appearance, where there was an issue
15 with Mr. Jarrett backstage. Do you recall that event
16 occurring?

17 A. Sorry, just let me read the e-mail.

18 Q. It's at the very bottom.

19 A. Got it. Okay, I've read it.

20 Q. Do you recall having discussions regarding Jeff's
21 role with Anthem Wrestling with Mr. Nordholm around the
22 time of this e-mail?

23 A. I don't recall the specific dates, but I-- I do
24 recall post-Triple Mania having a discussion with Ed
25 Nordholm about Jeff taking a leave and-- and seeking help

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1 with his issues.

2 Q. What, if anything, was said during those
3 conversations with Mr. Nordholm?

4 A. Question, and I apologize, and it's because I'm
5 not familiar with U.S. law. This deposition and the
6 specific answers stay within the use of the parties and
7 isn't a public document? Is-- is my question.

8 Q. Well, okay, there's no limitations on its use.
9 The purpose of it is for this deposition, but there's no
10 limitations on its use. So, that's the best I can answer
11 for you. That's the law. So my question is the same.
12 What, if anything, was said during those conversations
13 with Mr. Nordholm regarding Mr. Jarrett's role with
14 Anthem Wrestling post-Triple Mania XXV?

15 A. In and around this time frame, and I-- I don't
16 have dates. I had-- I was in Toronto, another business.
17 I requested to-- I actually asked Mr. Nordholm to come by
18 an event I was at. He couldn't. He had suggested that I
19 come by the next morning to-- to the-- I don't know if
20 it's the Fight Network office, or the Anthem office, or
21 whatever office, to an office in Toronto for a coffee,
22 and said we could chat there. My intent was to let
23 Mr. Nordholm know that I had informed Mr. Jarrett in
24 Orlando at the last set of t.v. tapings, which was at
25 some point in August, that I did not plan on continuing

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1 to-- to work with-- with Impact Wrestling or Anthem
2 Wrestling. And then I had told Mr. Jarrett that I
3 would-- didn't want to cause trouble, but I wanted to, as
4 quickly as possible, wrap up my-- my engagement as a
5 consultant. Mr. Nordholm brought up the issues of Triple
6 Mania, which were several. Involved Mr. Jarrett being
7 extremely intoxicated, throwing tacos at the Mexican
8 nationals backstage in catering. 'Cause when I first
9 heard he was throwing tacos, I was like, "Yeah, that's
10 his stick. When he goes out, he throws them at the
11 crowd. It's-- it's old fashioned, you know, Heel
12 behaviour, but it's-- it's not uncommon down there". And
13 I was told, "No", he was doing it in the back. He--

14 Q. Now, Mr.--

15 A. --tried to start a fight.

16 Q. Mr. D'Amore,--

17 A. Oh, go ahead.

18 Q. --was it tacos or just the shell of the tacos?

19 Were they full tacos?

20 A. I'm going off of what I was-- heard. I was not
21 in-- in Mexico, but from multiple people, I was told
22 tacos. Now that could well mean the-- the shells.

23 Q. Alright. So I'm asking you today just about what
24 you have firsthand knowledge of. So my question is for
25 you, what, if anything, was said during your

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1 conversations with Mr. Nordholm pertaining to Jeff's role
2 with Anthem Wrestling after Triple Mania XXV? That's my
3 question. So I'd--

4 A. Okay.

5 Q. --like to know what in those conversations.

6 A. I'm sorry, I-- I stepped over your-- the end of
7 your question. I apologize.

8 Q. I'd like to know what was in your conversations
9 with Mr. Nordholm regarding Mr. Jarrett's role after
10 Triple Mania XXV? That's my question.

11 A. Okay. Mr. Nordholm had asked me if I was aware of
12 what had happened at Triple Mania. I said I had-- I had
13 heard secondhand stuff. He-- he kind of chatted with me
14 a little bit about that. He informed me that they had
15 became aware, or it was clear, I don't recall the words,
16 that Mr. Jarrett had a substance issue. Mr. Nordholm
17 then just asked me about some other instances-- or
18 incidents might be the better term-- that he had heard
19 about with Mr. Jarrett's behaviour. So I answered his
20 questions. They were in relation to whipping crew with
21 his belts; exposing himself; verbally abusive personally,
22 like in-person and via text messages; getting verbally
23 and physically abusive with an employee battling cancer.

24 Q. Alright. Do you have any firsthand knowledge of
25 any of this?

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1 A. I have firsthand knowledge of all of those.

2 Q. Of those, okay.

3 A. I was present when he exposed himself multiple
4 times. I was present when he screamed at people. I was
5 present when he and Mrs. Jarrett both screamed and cussed
6 at Bob Ryder and called him many names and pushed him and
7 many, many issues. So I was-- the reason why I had-- I
8 had told Mr. Jarrett that I was going to discontinue is
9 because, while I have an abundance of respect,-- and I'll
10 use the term appreciation to try to avoid using the term
11 love-- I have a longstanding relation with Mr. Jarrett,
12 but he was in-- not-- he was impossible to work with at
13 this point where he was in his life. So I answered
14 Mr. Nordholm's questions. I answered to what I had
15 personal knowledge of. I didn't exactly look to
16 volunteer information but he had heard rumblings. He had
17 obviously looked at-- or heard things, and looked into
18 what was going on. I answered him honestly, as my duty
19 is to-- as a consultant, is to the company, and not who I
20 report to, friend or not. I gave him the information I
21 had. Mr. Nordholm informed me that it was Impact or
22 Anthem's position or belief that they would like to send
23 Mr. Jarrett on leave, and he was concerned to hear that I
24 had-- I had given my notice and was finishing up, 'cause
25 he was concerned with how things would continue in Jeff's

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1 absence while he seeked help. Mr. Nordholm was also
2 concerned because many key people in the company; Sonjay
3 Dutt, or legal name, Retish Bhalla; Kevin Sullivan; my-
4 self; all came in as-- as hired, in their cases
5 employees, mine retained as a consultant. And many of
6 the previous employees that were there predating Jeff are
7 people that Jeff originally brought in; Dutch Mantell;
8 Jeremy Borash. And Ed's concern was how people would
9 react to Mr. Jarrett being put on leave, and his concern
10 was that everybody would abandon ship. So I told
11 Mr. Nordholm that I don't think, in my opinion, that he
12 should have a concern about the majority of people
13 leaving. I thought that it was two-fold. One, I thought
14 that everybody who knew Jeff and whether they--
15 regardless of their relationship with him, would see that
16 he-- he needed help, and if they were people who were
17 fond of him, they would want him to receive help. And
18 also I said, quite frankly, in my opinion to
19 Mr. Nordholm, that everybody else that's there-- the--
20 you know, the Abyss'; the Sonjays; the J.B.'s; the--
21 these people, this was a job to them, and they would--
22 regardless of any thoughts, they would-- they would stay
23 on the job. I didn't think he was going to see everybody
24 abandon, one, out of a necessity for them to continue to
25 earn, and two, because as I said, if they were fond of

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1 Mr. Jarrett, then anybody could clearly see that what
2 Mr. Nordholm was looking to do was-- was in the best
3 interest of the health and well-being of Mr. Jarrett.

4 Q. So based on your conversation, why did it appear
5 that Mr. Nordholm was concerned with all of these
6 employees leaving if Mr. Jarrett was simply going on a
7 temporary leave of absence?

8 A. Mr. Nordholm was concerned to-- if Mr. Jarrett
9 would accept going on leave and would seek help. He-- he
10 probably, like a lot of us, probably-- I mean, I can say
11 I've had experience, unfortunately, with many friends and
12 family with substance addiction, and as anyone who's
13 dealt with it knows, if the individual who has the
14 problem isn't willing to confront it, it can-- it can go
15 quite badly. And Mr. Nordholm's concern, and I think
16 it's a valid one is, as somebody who's headed up
17 companies and projects, was concerned, and he stated-- so
18 this part-- this portion I'm about to say isn't
19 speculation but is what Mr. Nordholm said to me. His
20 concern was if Jeff refused help and he had to be forced
21 on leave and he was not amenable to it; if he was upset;
22 if he was going to go on the offensive; his concern was
23 that Jeff could get everybody there, or majority of the
24 people working there at Impact or Anthem Wrestling to
25 stop working; quit; to show their allegiance or support

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1 of Mr. Jarrett.

2 Q. Okay. That's very helpful. Thank you. I'd like
3 to move onto a different exhibit. I'm going to show you
4 what we have previously marked as Exhibit 50. This
5 should be on your screen. And it is an e-mail from you
6 to Mr. Nordholm; Mr. Dutt; and Mr. Gaburick.

7 MR. MILLER: G-A-B-U-R-I-C-K.

8 Q. Dated 9/17/2017. Do you have that before you?

9 A. I do.

10 Q. Alright. At the time Mr. Jarrett went on leave,
11 are you aware of any permission Mr. Jarrett or Global
12 Force Entertainment, Inc. gave Anthem Wrestling to air
13 the Amp'd content?

14 A. Sorry, if I can have a-- do I need-- can I read
15 this e-mail?

16 Q. Sure.

17 A. Clearly there's a spell check mistake here. A
18 correction. I'm just trying to figure out what I was
19 saying. Give me one minute. Okay, thank you,
20 Mr. Miller. I've read the e-mail.

21 Q. Okay. So, let me go back to my question. My
22 question was, are you aware of any authorization that
23 Mr. Jarrett or Global Force Entertainment had given
24 Anthem Wrestling to air the Amp'd content as pay per
25 views?

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1 A. It's my understanding, as per my discussion with
2 Mr. Jarrett before it happened, Mr. Jarrett had came to
3 me to talk about the idea. It was Mr. Jarrett's idea to
4 use the Amp'd content, rather than tape One Night Only
5 events in August, at our August tapings. So Mr. Jarrett
6 came to me. I think both, out of respect, as I said, for
7 the fact that I had an interest in Global Force
8 Entertainment and provided the majority of the funding.
9 Also, I think to get my thoughts on the idea, 'cause it
10 was something he had came up with. And he talked to me
11 about it. I, at that time, you know-- we chatted briefly
12 about it. I thought it was a reasonable idea. The Amp'd
13 content was-- was decent content production value-wise,
14 but as I've stated, you know, was-- was older footage,
15 which I didn't see a lot of use for, and if we could make
16 use for it and it saved us having to do One Night Only's,
17 I told Jeff that I-- Jeff-- sorry, Mr. Jarrett, that I
18 thought his idea was a good one. I then know that Jeff
19 came into the creative meeting, which would have all
20 creative team members present, which I can state if you
21 need them, that we would not be shooting One Night Only
22 content at the August taping, and that we would be
23 airing-- the Amp'd footage would be repackaged for a
24 number of months to cover off the One Night Only
25 requirements.

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1 Q. So I'm going to direct your attention back to
2 Exhibit 50. So, Exhibit 50 is a true and correct copy of
3 an e-mail from you to Ed Nordholm and Sonjay Dutt and
4 John Gaburick, dated 9/17/2017, correct?

5 A. It's a document that I'm looking at.

6 Q. Do you have any reason to believe this is not a
7 true and correct copy of that e-mail?

8 A. I would have to go into my e-mails and-- and
9 compare it word for word. Having read it, I would say
10 that I'm-- I'm comfortable to say that if it's not an
11 original, I think it-- it, you know, for the most part.
12 And if you want to go through it, it echos my thoughts on
13 the situation.

14 Q. Great, thank you. My question is, if you look at
15 the second paragraph at the top of the first page of
16 Exhibit 50, in your e-mail you write, "Do we have
17 possession of the Amp'd shows? If so, then let J.J. sue
18 if he has the balls". In that sentence, J.J. is Jeff
19 Jarrett, right?

20 A. Correct.

21 Q. And you said, "Do we have possession of Amp'd
22 shows? If so, then let J.J. sue if he has the balls".
23 What did you mean by, "Let J.J. sue if he has the balls"?

24 A. Jeff had made the decision for us not to capture
25 content. Us, Anthem Wrestling/Impact Wrestling. To

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1 capture content at the August tapings, which had clearly
2 obviously passed by this point, and we didn't have
3 content. I was personally aware of the fact that Jeff's
4 intent and decision was to use the Amp'd content in its
5 place. So, with his being on leave and any concerns as
6 far as for-- and I don't have the e-mail that
7 Mr. Nordholm must have, at some point, sent me or
8 conversation we had. So this is my opinion, that Jeff
9 had total-- sorry, Mr. Jarrett had total control over the
10 creative production and content for Impact or Anthem
11 Wrestling, made a decision, his decision, with the
12 authority, as I understood to do so, to use the Amp'd
13 content instead of capturing content as we would have at
14 Universal, and if he wanted to backtrack on that, it left
15 us-- us, Anthem Wrestling/ Impact Wrestling, in a very
16 bad position where we could potentially breach our
17 contractual obligations to our broadcast partners over-
18 seas, which could result in, to me, in my opinion, and
19 I'm not a lawyer, but my business opinion, that that
20 could cause irreputable harm because it could cancel
21 contracts that were ultimately worth tens of millions of
22 dollars when you add them up over the life of the
23 contracts, and that the most logical thing for me to do--
24 and again, solely in my opinion on it-- was to, if we had
25 the Amp'd shows, to follow through with the direction

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1 that Jeff had set as chief creative officer, and to air
2 the Amp'd shows. And that if Mr. Jarrett had a problem
3 with that, then he could-- he could pursue whatever he
4 felt he, or Global Force was owed through legal means.
5 It certainly was a less-- was the lesser of two evils
6 between if it's-- if it's that versus the-- the idea of
7 Impact or Anthem Wrestling breaching tens of millions of
8 dollars in international obligations. And frankly, at a
9 point in time where I'd watched Mr. Jarrett deteriorate
10 in his actions over the last few months. As I told his
11 wife, I hoped and prayed that he would get better and we
12 would stay friends, but I also was not very happy that he
13 dragged me into a situation where I was now dealing with
14 the clean-up of the-- of the mess that he had caused.

15 Q. Alright. Are you aware there's the financial
16 terms that Mr. Jarrett allowed-- let me try to rephrase
17 this. Did Mr. Jarrett and Global Force Entertainment
18 allow Anthem Wrestling to use the Amp'd content for free?

19 A. At the time, when he was making the decision and
20 he spoke with me about it, Jeff had said that this was an
21 opportunity for us to maybe regain a little something
22 back on the use of the tapes, and it also was going to
23 give Global Force Entertainment potentially a-- well we
24 were-- he was rebranding. Mr. Jarrett had made the
25 decision to rebrand Impact Wrestling/Global Force, and

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1 we had already started that process on-screen. And as
2 part of the overall deal he was working on, he thought it
3 gave us the chance to potentially look at doing something
4 long term and to preserve the Global Force name and
5 hopefully have some-- some value for us down the road,
6 although the initial recoup was going to be not a lot off
7 of the airing of the tapes. Because when we chatted,
8 Mr. Jarrett and myself discussed the cost of the
9 production of the One Night Only events, and it was not
10 substantial. So what I mean, is for us to go in and to
11 produce those One Night Only events, as had been the
12 previous protocol before Jeff made this decision to use
13 Amp'd instead, there wasn't a lot of money in saying, we
14 provided you these Amp'd shows and saved you a ton of
15 money. What Jeff said, we could reasonably expect, is
16 what the cost of producing the One Night Only's would
17 have been, we can recoup on the Amp'd shows, and we can
18 continue towards a larger relationship, hopefully, that
19 would allow us to-- to recoup over time.

20 Q. Okay. Well let's stop there for a second and
21 break this down. So, in your e-mail you said, "Do we
22 have possession of the Amp'd shows? If so, then let J.J.
23 sue us if he has the balls". If Mr. Jarrett had
24 authorized the use of the Amp'd shows, why were you
25 concerned about him having the balls to sue? Why did you

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1 think he was going to sue?

2 A. At that time, I was not in communication with
3 Mr. Jarrett, but I-- I did have firsthand knowledge that
4 Mr. Jarrett had leaked out to internet reporters, that
5 the intended Impact Wrestling/Global Force Wrestling
6 merger was not complete, and was in jeopardy with his
7 being on leave. I'm going back a ways here, but I know
8 that Mr. Nordholm had expressed some concerns about Jeff
9 potentially suing over the use, or being upset over the
10 use of the Amp'd content. Do not have firsthand
11 knowledge on how the shows were delivered. Wasn't part
12 of my scope of work at the time, so it's a simple-- as I
13 flush out my thoughts here and give my opinion. If we
14 have the tapes, then we should go ahead and air them.
15 You'll also see--

16 Q. So--

17 A. --I continue on to provide Mr. Nordholm some
18 alternatives, which I don't think are ideal if he chooses
19 not to do this, 'cause it wasn't my job to make the
20 decision, my job to provide opinion, which I-- which I
21 do, giving both my thoughts on what the preferred avenue,
22 or most logical best avenue is to pursue, and then
23 provide alternatives for the clients to make the
24 decision.

25 Q. At the time you sent this e-mail, Exhibit 50,

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1 Mr. Nordholm had told you the merger wasn't going to
2 happen, right?

3 A. It's a long time ago and I don't remember the
4 particulars, but somewhere in and around the fall of
5 '17-- and I don't know if Mr. Nordholm said it wasn't
6 happening. I know that I became aware that it's-- it was
7 certainly a possibility that it would not happen.

8 Q. Alright. Mr. Jarrett was terminated on October
9 23rd, 2017, correct?

10 A. I-- I don't know what day he was terminated, but
11 the-- the time frame seems in the-- in the area of
12 accurate.

13 Q. Right. And your recommendation, knowing that the
14 merger was likely not going to close, was to go ahead and
15 air the last two Amp'd One Night Only pay per views
16 regardless, correct?

17 MR. LEE: Objection to form.

18 Q. You can answer.

19 A. Sorry, repeat the question again. My apologies.

20 Q. So you knew-- let's take this back. Your
21 recommendation, knowing that the merger was not likely to
22 go through, was to go ahead and air the One Night Only
23 Amp'd content part three and part four, correct?

24 A. My recommendation to Mr. Nordholm was-- and I
25 believe there was discussions going around this time. I

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1 believe that I had told Mr. Nordholm-- I don't recall if
2 it was in writing or over the phone. But I remember
3 saying or writing, that if the door said D'Amore Group
4 and not Impact Wrestling, that I would be airing the
5 tapes, because respectfully, somebody, Mr. Jarrett, who
6 Mr. Nordholm had turned over pretty much complete control
7 of the creative and production obligations of a multi-
8 million company, had in his sole discretion, made a
9 decision to cancel affordable production alternatives to
10 gain the-- to capture the content needed and choose to
11 use the Amp'd content that he owned, or that Global Force
12 Entertainment owned in its place, and that I would feel
13 comfortable in front of a judge, if this again, was a
14 D'Amore Group or D'Amore matter, going there and saying
15 that this individual made all of these decisions in his
16 sole discretion and right to do this, and that at this
17 point in time, through his own doing, we're now in a
18 position where we are-- his own, Mr. Jarrett's doing,
19 where we're scrambling to stay alive, and the last thing
20 that we need is to breach our obligations, and my--

21 Q. (Interposing) You left part of that-- you left
22 something off from there, right? Mr. Jarrett gave that
23 permission to use it. In exchange, he would be receiving
24 ownership of the company, or some other type of
25 compensation for letting Anthem Wrestling use that Amp'd

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1 content, correct? You've left that off your answer,
2 right?

3 A. Well I would say that I wasn't part of the direct
4 negotiations between Mr. Jarrett and Mr. Nordholm, but
5 that Mr. Jarrett had said we would use the Amp'd content,
6 and that it could role into a larger scope of work or
7 agreement between the parties. And as I said, we had
8 already started using the Global Force branding on air on
9 the broadcasts.

10 Q. Right. So you don't have any firsthand knowledge
11 of the terms by which Mr. Jarrett or Global Force
12 Entertainment permitted Anthem Wrestling to use the Amp'd
13 content, do you?

14 A. My opinion was based--

15 Q. (Interposing) Not your opinion. That wasn't my
16 opinion (sic). I asked, do you have any firsthand
17 knowledge of the terms by which Mr. Jarrett or Global
18 Force Entertainment permitted Anthem Wrestling to use the
19 Amp'd content?

20 A. My discussions with Mr. Jarrett, were that we were
21 going to provide the Amp'd content, and we were going to
22 look for a larger scoping deal. And my belief still is,
23 that you can't cancel the events that are meant to
24 capture the footage and then back out and say, "Well,
25 screw you", in essence.

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1 Q. I'm going to object as non-responsive. So I'm
2 going to ask you the question again. You don't have any
3 firsthand knowledge of the terms by which Mr. Jarrett or
4 Global Force Entertainment permitted Anthem Wrestling to
5 use the Amp'd content, correct?

6 A. My firsthand knowledge comes through my
7 discussions with Mr. Jarrett.

8 Q. Alright. So you don't have any knowledge of the
9 term sheet. You don't know what the terms were on the
10 term sheet, correct?

11 A. I believe that Mr. Jarrett may have shown me the
12 term sheet, but I didn't really read through it. He kind
13 of discussed it with me and made his decision.

14 Q. They don't know the terms-- you don't know the
15 terms that were on the term sheet, correct?

16 A. I do not know the specific terms of the term
17 sheets other than the knowledge given to me from
18 Mr. Jarrett.

19 Q. Alright. So you advised Mr. Nordholm to press
20 ahead and use the Amp'd content, even though you didn't
21 know what the terms of permission to use that content
22 were. Is that correct?

23 A. I gave my opinion based off the fact that a senior
24 officer in the company made the decision to cancel the
25 events that would have provided the footage in a cost-

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1 effective manner and replaced them with this arrangement.

2 Q. Alright. And so you expected Mr. Jarrett and
3 Global Force Entertainment to simply let Anthem Wrestling
4 use the content for free. Is that your testimony today?

5 A. I think if you read my e-mail, you'll say that I'm
6 certainly acknowledging that Mr. Jarrett and Global Force
7 Entertainment, to which you know I'm still an interested
8 party in, have their rights to come forward and push
9 forward their claim. When you're looking at a situation
10 where all the factors come together, including
11 Mr. Jarrett's false statement that the shows were air-
12 ready, and it actually cost us more in post-production to
13 get the shows ready, including having to re-voice them
14 all. I'm quite-- I was quite comfortable in stating my
15 opinion to air the footage, and then to go through and
16 let the situation play out, and be as it be.

17 Q. So you were betting on the fact in your experience
18 of Mr. Jarrett that he wouldn't have the balls to sue.
19 He'd just let it happen. Is that correct?

20 A. No, I would-- I would actually never say that
21 Mr. Jarrett necessarily doesn't have the balls to sue.
22 He certainly is-- he's a pretty proud man. I was-- I was
23 looking at it from an approach from business level of
24 saying, with all of the ways that Mr. Jarrett had
25 breached his engagement with Anthem, and all of the

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1 issues that arose out of it, including the fact that
2 Anthem had to pay more for the Amp'd shows than it would
3 have to just capture the content at Universal, that if
4 Mr. Jarrett decides to sue, then he can bring it, as he
5 obviously has, and it can play out as it plays, but my
6 opinion and strictly my opinion as engaged as a
7 consultant, was that I found the claim to be weak, and as
8 I said, if the door said D'Amore, we would air the
9 content.

10 Q. Right. You're not a lawyer in Canada, are you?

11 A. I'm not a lawyer. I'm a businessman.

12 Q. Right. You're not a lawyer in the U.S.?

13 A. I'm not a lawyer in Canada, the U.S., or any other
14 jurisdiction.

15 Q. Do you have a law degree of any kind?

16 A. I do not have a law degree.

17 Q. At the time you sent this e-mail on 9/17/2017,
18 Mr. Nordholm had already told you that Mr. Jarrett was
19 not going to come back from leave with the same level of
20 responsibility that he had when he was placed on leave,
21 correct?

22 MR. LEE: Objection to form.

23 MR. MILLER: He can answer.

24 A. And again, I don't know all the particular dates
25 in the exact order, but I would say at some point in the

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1 fall there, and I-- in and around September, certainly,
2 Mr. Nordholm stated that there was a good probability
3 that Mr. Jarrett would not return in the same capacity,
4 and stated that partly that was for the stress level on--
5 on Mr. Jarrett.

6 Q. The truth here is, that Mr. Nordholm told you that
7 Mr. Jarrett was not going to come back as chief creative
8 officer. He told you that in 2017, correct?

9 A. And again, the dates are all mixed together, but I
10 do-- the problem is, I don't know what I knew on
11 September 17th, and I know that I was told at some point
12 in the fall, that he would most likely not return in the
13 same capacity, and then subsequently, I was told that he
14 would potentially be returning in a-- more of an advisory
15 capacity, but I don't know when that was.

16 Q. So you don't know whether that was in September of
17 2017?

18 A. I don't exactly know, sir.

19 Q. I'm now going to show what we'll mark as Exhibit
20 183, which is an e-mail from Mr. Nordholm to you, dated
21 9/10/2017.

22 EXHIBIT NO. 183: An e-mail from Mr. Nordholm to
23 Mr. D'Amore, dated 9/10/2017.

24 Q. Do you have that before you?

25 A. Yes, I do.

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1 Q. Alright. This is a true and correct copy of an
2 e-mail from Mr. Nordholm to you dated 9/10/2017, correct?

3 A. This is a produced e-mail from-- it appears to be
4 from Mr. Nordholm to me.

5 Q. Do you have any reason to believe this is not a
6 true and correct copy?

7 A. As I say, it's-- it looks like an e-mail from
8 Mr. Nordholm to me.

9 Q. This was sent on September 10th, 2017, correct?

10 A. That's the date listed on the e-mail, yes.

11 Q. Alright. And in this e-mail, there appears to be
12 a spreadsheet. There's also an attachment to this
13 spreadsheet that we'll show you next. But in the spread-
14 sheet that is-- or the chart that is shown on the first
15 page of Exhibit 183, has, "PPV", and then, "YONO". The
16 YONO is the One Night Only, correct?

17 A. Correct.

18 Q. And 135, do you know whether that that's the
19 amount of money that all of the One Night Only's were
20 expected to generate domestically?

21 A. I don't know. This was a sheet prepared by
22 Mr. Nordholm--

23 Q. (Interposing) So I'm just-- sorry. I'm going to
24 show you the attachment that we'll mark as Exhibit 184,
25 which is a spreadsheet.

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1 EXHIBIT NO. 184: A spreadsheet attached to the
2 exhibit.

3 Q. I'm showing that to you now. At the bottom of
4 this, you'll see a tab that says, "Salaries and wages".
5 I'm going to show that to you.

6 A. Okay.

7 Q. Do you have the salaries and wages tab before you?

8 A. I do.

9 Q. And if you look at row 26, it says, "Jeff Jarrett
10 leave, 33 percent, September 2017". Do you see that?

11 A. Leave at 33 percent. Yes.

12 Q. Alright. And if you look at row "B". Not row
13 "B", column "B", it says, "250,000". So that was
14 Mr. Jarrett's salary, which was going to be reduced to
15 33 percent of that in September 2017. Is that correct?

16 A. I believe that's what they were looking at paying
17 him while he was on leave. Is that the--

18 Q. (Interposing) So as of the date of this e-mail
19 September 10th, 2017, at line 28, row-- or column "B", it
20 looks like you were being paid \$84,000 a year in 2017.
21 Is that correct?

22 A. That's what Mr. Nordholm estimated for-- for me to
23 stay on, isn't it?

24 Q. And if you go to the left, where it says, "Column
25 "A", row 28", it says, "D'Amore, Scott, see dollar 250K

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1 starting January 1st 2018". Does that mean that you were
2 being paid \$250,000 starting January 1st, 2018?

3 A. That, I believe, is something that Mr. Nordholm
4 had proposed to me.

5 Q. Is that ultimately how much you were paid under a
6 consulting agreement, or under contract with Anthem
7 Wrestling for 2018?

8 A. No, I was paid less, I believe. That's a Canadian
9 dollar figure, I believe? C250 "K", and I would assume
10 that would mean, Canadian 250. But ultimately what I
11 received was-- was considerably less.

12 Q. By considerably less, what do you mean?

13 A. I'd have to look at it. I think that-- I'd have
14 to look. I think it was subbed 200 Canadian Dollars--

15 Q. (Interposing) So, my question for you is, why was
16 your salary increasing on January 1, 2018, if Mr. Jarrett
17 was going to come back?

18 A. Well, I mean, I'm assuming if this is-- and this
19 is again, totally a chart prepared by Mr. Nordholm. So
20 to look at this one again, it's not my chart. I can't
21 even do a spreadsheet, but this-- what is-- is this?
22 What is this for? So this shows Mr. Jarrett through 2018
23 at 25,000. Is that a quarter? So it looks like a
24 reduced salary. I don't know if that's still his salary
25 while on-leave or what. And then, where am I? Bear with

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1 me. Where was I? Oh, wait, sorry. I'm on the wrong
2 line. Oh, wait. Does that show Jeff at 22? Sorry. My
3 apologies. I'm not good with spreadsheets. Okay. So it
4 shows Mr. Jarrett at 22,479 per quarter. Part of my
5 discussions with Mr. Nordholm at the time was that--
6 there's an echo. Oh, it's gone. Was, I had-- I had said
7 initially, when they met with me, that I would-- I would
8 commit to at least seeing through a transition team,
9 although I wasn't sure that I wanted to commit long term
10 to-- to providing services in that type of capacity to
11 Anthem.

12 Q. Alright. So I'm going to show you what we'll mark
13 as Exhibit 185, which is an e-mail from you to
14 Mr. Nordholm, dated September 11th, 2017, that responds
15 to this prior e-mail that I've shown you.

16 EXHIBIT NO. 185: An e-mail from Mr. D'Amore to
17 Mr. Nordholm, dated September 11th, 2017, that responds
18 to the prior e-mail that was shown to Mr. D'Amore.

19 A. Alright.

20 Q. This is a true and correct copy of an e-mail to
21 you from Mr. Nordholm dated 9/11/2017, correct?

22 A. This looks to be an e-mail from 9/11 of '17, from
23 me to Mr. Nordholm.

24 Q. Alright. In it you explained some questions, or
25 asked some--

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1 A. Sorry, I can--

2 Q. --questions about--

3 A. (Interposing) My apologies, Mr. Miller. Can I
4 read this?

5 Q. Sure. Alright.

6 A. Sorry, I just need one more--

7 Q. So--

8 A. (Interposing) Sorry, I just-- I just need one more
9 second.

10 Q. Okay.

11 A. Okay, I'm finished.

12 Q. Alright. In the middle of the first page, go down
13 to the second full paragraph. You say, "Do we really
14 plan on paying J.J. all the way through 2018"? J.J. is
15 Jeff Jarrett in that sense, right?

16 A. Correct.

17 Q. Why did you ask, "Do we really plan on paying J.J.
18 all the way through 2018"?

19 A. Because I was engaged to look at how to make the
20 Impact Wrestling/Anthem Wrestling project be able to
21 self-sustain and live within its own revenue envelope.
22 And as I said, I knew that Mr. Jarrett, at some point in
23 time, was changing capacities, whether I knew that on
24 September 11th or not, but I make a lot of observations
25 here. This is me as a consultant, asking for

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1 clarification and understandings on various roles,
2 including Mr. Jarrett's.

3 Q. So you had an understanding that Mr. Jarrett-- at
4 least as of September 11, 2017, you had an understanding
5 that Mr. Jarrett likely wasn't coming back, correct?

6 MR. LEE: Objection to form.

7 A. Well, it looks like-- that I have thought or had
8 been informed at some point that he's certainly being
9 reduced, and I'm asking questions. I ask about his
10 compensation. I ask about Abyss'; Gail's; different
11 agents. I was tasked with taking a company that was
12 losing millions of dollars, and trying to find if there
13 was going to be a way for Anthem Wrestling to sustain
14 itself on the revenue that it had or anticipated having.
15 So I questioned all of these people, including
16 Mr. Jarrett.

17 Q. Alright. But your salary was going to increase in
18 2018, while at the same time, you were asking whether
19 they should continue to pay Mr. Jarrett in 2018, correct?

20 A. My salary, which as I said, doesn't end up
21 reflecting what's in the spreadsheet, I don't believe.
22 It was certainly increasing because my time of work
23 commitments for Anthem Wrestling were-- were being
24 expanded.

25 Q. And they were being expanded because you were

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1 taking roles previously held by Mr. Jarrett, correct?

2 A. I believe I was taking over duties that were--

3 were-- some were Mr. Jarrett's and some were other's.

4 And at this point in time too, I'm-- I'm not retained, I
5 don't believe, in September. That's probably the
6 difference in the comp, and at this point, I'm-- I'm
7 committed to a transition. Trying to help them do a--
8 seeing a transition through and trying to look for a way
9 for them to be viable long term.

10 Q. Alright. I'm now going to show you what we'll
11 mark as Exhibit 186. This is a true and correct copy of
12 an e-mail-- let's try again. Exhibit 186 is a true and
13 correct copy of an e-mail from you to Ed Nordholm, dated
14 September 11th, 2017, at 12:45 p.m., correct?

15 A. It appears to be an e-mail from me to Mr. Nordholm
16 on September 11th, 2017.

17 EXHIBIT NO. 186: An e-mail from Mr. D'Amore to Ed
18 Nordholm, dated September 11th, 2017, at 12:45 p.m.

19 Q. Do you have any reason to believe this is not a
20 true and correct copy of that e-mail?

21 A. Or is that-- sorry. Is that-- is-- are these
22 dates month, date, year, or are they date, month, year?

23 Q. It is our understanding that these are month,
24 date, year. They are U.S.-set.

25 A. Okay.

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1 Q. So they're in U.S. format.

2 A. Oh, yeah. Yeah. It says, "September 11th", okay.

3 Q. Do you have any reason to believe this is not a

4 true and correct copy of that e-mail?

5 A. It is an e-mail that's produced and appears to be

6 from me to Mr. Nordholm.

7 Q. On the third page...

8 A. Sorry, I'm just reading through here.

9 Q. Okay. We'll give you a moment. Alright.

10 A. Sorry, I need another minute.

11 Q. Alright.

12 A. Okay.

13 Q. Alright. Turn to the second page. There's an

14 e-mail from-- and I'll show this to you.

15 REPORTER: Sorry, counsel. Where was that?

16 MR. MILLER: The second page.

17 Q. The second page. Page two of Exhibit 186, there's

18 an e-mail dated September 11th, 2017, from Mr. Nordholm.

19 At the bottom of that, he says, "Specifics in red below".

20 And if you go to the third page, which I will show you.

21 A. Sorry, can I read the second page first?

22 Q. Go ahead.

23 A. How do I pull-- how do I pull up the second page?

24 Oh, thank you.

25 MR. PICKARD: Here.

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1 A. Okay, we can move to page three, Mr. Miller.

2 Q. If you go to the second paragraph, there's a
3 question from you that asks, "Do we really plan on paying
4 J.J. all the way through 2018"? That's the question you
5 had asked in the previous exhibit. Mr. Nordholm's
6 response is, "I'd rather assume so for the purpose of
7 illustration. I don't know where we end up with him, but
8 we'd prefer a less disruptive path if it is available and
9 affordable. I doubt we pay him that, but one way-- need
10 a provision in the plan to deal with his extraction". Do
11 you know what Mr. Nordholm meant by a plan to deal with
12 Mr. Jarrett's extraction?

13 MR. LEE: Objection to form, if that's the correct
14 objection. If you're asking him what Mr. Nordholm meant,
15 you should ask Mr. Nordholm.

16 MR. MILLER: I asked if he knows what Mr. Nordholm
17 meant.

18 A. I didn't-- I do not.

19 Q. Do you have any idea as to why Mr. Nordholm would
20 have referred to Mr. Jarrett's extraction?

21 A. It would be speculative for me to speak on what
22 Mr. Nordholm thinks. I read his-- his spreadsheet. I'd
23 give my thoughts, and he answers them.

24 Q. So, is it true that Mr. Nordholm had decided to
25 remove Mr. Jarrett from the Anthem Wrestling business in

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1 September of 2017?

2 A. I don't know.

3 MR. LEE: Objection to form.

4 Q. Alright. I'm now going to show you what we'll
5 mark as-- you mentioned previously that you owned a
6 significant library of wrestling content, correct?

7 A. Correct.

8 Q. What is the going rate for one hour of wrestling
9 content on, say Fox right now, the Fox network?

10 A. You can find that out from Fox. I-- I know what I
11 pay for wrestling content. They're apples and oranges.

12 Q. What do you pay for wrestling content?

13 A. Between 250 and 500 an hour.

14 Q. Is that fairly typical for an hour of content?

15 A. I mean, I think it varies greatly. WWE was
16 paying-- we're talking archival content, to be clear?

17 Q. Yes.

18 A. If we're talking about archival content, yeah, I
19 think WWE at one point was paying 500 to 1,000, when--
20 when buying archival content.

21 Q. Okay.

22 A. And I know this because I bought a library for 500
23 U.S. that-- 'cause the gentleman selling it didn't want
24 it to go to WWE, so he showed me the-- their offer and
25 asked me to match it.

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1 Q. That was 500 total?

2 A. Five hundred dollars per hour.

3 Q. Five hundred dollars per hour. And if it was
4 content that was going to be displayed on a network as
5 in recently recorded content, what is the market rate for
6 that?

7 A. Varies greatly. You have everything from people
8 that are providing their show with-- with not even barter
9 arrangements and just want it on air, to people that are
10 bartering where they get no money but they get some air
11 time, to you know, things as high as WWE, which is
12 clearly in a stratosphere all by itself.

13 Q. The WWE content, you said, "in a stratosphere".

14 What is WWE content worth per hour?

15 A. Don't know. You can look that up. I think it's
16 public knowledge what their deals are.

17 Q. Well, do you know?

18 A. I don't off the top of my head.

19 Q. Do you know how much a 52 week series running on
20 Fox would be worth for wrestling content?

21 A. I do not.

22 Q. So the content you're talking about buying for 500
23 to \$1,000, is pretty old historic content. Is that what
24 you're saying?

25 A. I bought stuff that is both old-- I have stuff

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1 dating back to the 40's and 50's, and I have stuff that's
2 certainly after turn of the millennia. I mean, I really
3 stopped acquiring content, or be less active acquiring it
4 at least, other than when approached directly a handful
5 of years ago. So I probably have content up through,
6 well into the 2000's.

7 Q. So in your experience, putting together, as being
8 one of the people that was the go-guy, I guess. Is that
9 how you refer to them? Or the go-person for the Amp'd
10 content, the live productions, it wasn't expected at that
11 point in time that the content would be worth 500 to
12 \$1,000 an hour, correct?

13 A. I believe the hope was that-- and we-- we looked
14 at some-- some deals. They were-- they were not 500,
15 although they weren't great money, which is one of the
16 reasons why we were trying to capture content on a-- on a
17 budget substantially lower than previous projects we had
18 done. But as I said, ultimately, we didn't get anybody
19 to bite.

20 Q. The One Night Only content aired while you were
21 involved with Anthem Wrestling. That wasn't \$500 to
22 \$1,000 content, was it?

23 A. It was content that was baked into international
24 agreements.

25 Q. It was worth a whole lot more than 500 to \$1,000

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1 is my point. Am I wrong?

2 A. I think we were paying somewhere in the teens to
3 20's to produce a three hour show.

4 Q. Alright. And that was exclusive-- according to
5 Mr. Nordholm, anyways, that was exclusive of the actual
6 staging and set-up and lighting cost, right?

7 A. The One Night Only events were staged and lit
8 using the already set-up staging, which we'd already
9 rented, 'cause you rent the sound stages by the day. And
10 when you do production, if you're going to hang a light,
11 the bulk of your cost is-- is hanging and rigging a
12 light, or a piece of truss, or building a stage, or
13 building a video wall. And the-- the extra cost per
14 day-- like the difference between using it for one day
15 and three or four, is-- is a pretty small gap when you
16 tack days on because the cost is mainly the cost of
17 putting it up and striking it or taking it down. Now the
18 One Night Only events, as they were structured in 2017,
19 for the tapings that we did them at, while I was working
20 with Mr. Jarrett in Anthem, we didn't actually even use
21 additional days. We were already paying for the sound
22 stage, and we were already-- had already hung everything
23 for a period of days. So the concept was to go in and
24 shoot while we already have paid for everything, and the
25 additional costs, as I believe I stated earlier, was

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1 mainly having to do an earlier crew call, and call
2 production crew in earlier, which means you hit overtime.
3 So it'd be the overtime charges on some of the production
4 crew, and we went pretty bare bones. And for the day
5 rate people, talent-wise, it was-- it would-- there were
6 some that we would have to add to the shows talent-wise,
7 but that was pretty small. Hence why I believe the
8 actual cost over and above what we were already paying
9 that was attributable specifically to One Night Only, was
10 in the teens or 20's, I believe.

11 Q. Alright. I'm going to move quickly. I know we're
12 getting close to the end of the time here so I'm going to
13 move pretty quickly through. I'm going to a new exhibit
14 now and I'm going to show you what we've marked as
15 Exhibit 187. This is a true and correct copy of an e-
16 mail from Mr. Nordholm--

17 A. (Interposing) Sorry, do I have to click on this?

18 Q. No, it should be there.

19 A. Oh, it's not. Hey, I got it.

20 Q. Alright. So I--

21 A. (Interposing) Okay, sorry, let me-- let me read
22 this quickly.

23 REPORTER: Hold on. What is it? Go ahead, counsel.

24 Describe it again, please.

25 MR. PICKARD: I believe it's Exhibit 187.

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1 REPORTER: Yes, but what is it?

2 MR. MILLER: Exhibit 187 is an e-mail from Ed Nordholm
3 to Ariel Schnerer, S-H-N-E-R-E-R, and others, dated
4 9/19/2017.

5 EXHIBIT NO. 187: An e-mail from Ed Nordholm to Ariel
6 Schnerer and others, dated 9/19/2017.

7 A. Again, I've read the top e-mail, at least, if
8 that's what we're dealing with, the-- the correspondence
9 that appears to be from Mr. Nordholm to Ariel-- I'll
10 butcher his name, Schnerer.

11 Q. Schnerer.

12 A. Schnerer.

13 Q. That's correct. Do you have any reason to believe
14 this is not a true and correct copy of an e-mail from
15 Mr. Nordholm to Mr. Schnerer, dated 9/19/2017?

16 A. Appears to be an e-mail from Mr. Nordholm to
17 Ariel.

18 Q. Were you involved with the decision to stop using
19 the GFW branding? Let me be more clear. Were you
20 involved with Anthem Wrestling's decision to stop using
21 the GFW branding in September of 2017?

22 A. I believe I was asked my thoughts, but I also
23 recall that it was-- it was something that sounded like
24 Anthem was looking to move away from with the-- as far as
25 for using the GWF (sic) branding overall.

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1 Q. Was it your understanding that Anthem Wrestling
2 decided to move away from the GFW branding in September
3 of 2017?

4 A. I don't-- I don't recall the-- the time frame.

5 Q. Do you recall when, not by month, but by quarter,
6 when they decided to move away from the GFW branding?

7 A. I don't. I mean, it would-- I think by process of
8 elimination, it would have to be some time after the
9 Triple Mania incident, which I think was late August,
10 and-- so I guess it would be late, in my best estimation.
11 The earliest it could be would be late in Q3, although
12 that seems quick. Or it would be in the-- in Q4.

13 Q. Let me ask you a different question then. To your
14 knowledge, did Anthem Wrestling decide to move away from
15 the GFW branding before the decision was made to
16 terminate Mr. Jarrett?

17 A. I don't recall.

18 Q. Do you recall having any discussions with
19 Mr. Nordholm regarding moving on from the GFW branding?

20 A. I'm-- I would think that we had discussions, but I
21 don't-- I don't recall them specifically at this time.

22 Q. Do you know why the GFW branding was dropped or
23 moved away from?

24 A. I'm sorry. Please repeat the question.

25 Q. Do you know why Anthem Wrestling moved away from

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1 the GFW branding before Mr. Jarrett was terminated?

2 MR. LEE: Objection. Form of question.

3 A. Yeah, I don't recall.

4 Q. Alright.

5 MR. MILLER: Counsel, if you don't mind, I'd like to
6 take a three minute break, put together my final
7 questions, and then we can go back on and try to close
8 this out. Would that be okay with everyone?

9 MR. LEE: Fine by me.

10 MR. MILLER: Okay. So we'll go off the record for no
11 more than five minutes, so that we can do some final
12 questions with Mr. D'Amore and then close the deposition.

13 MR. PICKARD: Okay.

14 (OFF THE RECORD DISCUSSION)

15 EXAMINED BY MR. MILLER:

16 Q. Alright. We're now back on the record. I'm going
17 to show you what we'll mark as Exhibit 188, and hopefully
18 this won't take much. I just want to confirm that your
19 Twitter account is @scottdamore?

20 A. Yes.

21 Q. And what I'm showing you at 188, appears to be a
22 true and correct copy of at least your Twitter account as
23 it's shown to that. Is that correct?

24 A. It looks like my Twitter account.

25 EXHIBIT NO. 188: A true and correct copy of at least

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1 the Twitter account.

2 Q. Okay. And that's your picture-- you're the
3 gentleman on the right in the circle-- or on the left in
4 the circle?

5 A. Correct.

6 Q. Okay. I'm now showing you what was previously
7 marked as Exhibit 79-- or as 69. I'm now showing you
8 what's marked as Exhibit 69, which is an e-mail from
9 Mr. Nordholm to you, dated 12/21/2017. Do you have any
10 reason to believe this is not a true and correct copy of
11 an e-mail from Mr. Nordholm to you, dated 12/21/2017?

12 A. It appears to be an e-mail from Mr. Nordholm to
13 myself at my Impact Wrestling account from December 21st,
14 2017.

15 Q. Okay. In the middle it has an e-mail from you
16 dated December 21st, 2017, at 6:20 p.m., were you say,
17 "As we scrub away the Jarrett, what's your thought on our
18 top championship"? What did you mean by, "As we scrub
19 away the Jarrett"?

20 A. So December 21, 6:20?

21 Q. Correct. But what did you mean by, "As we scrub
22 away the Jarrett"?

23 MR. PICKARD: Well, maybe we let him read the entire
24 e-mail?

25 MR. MILLER: Sure.

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1 A. God, I have a hard time moving this. And then I
2 hit this for the next page? Okay. Go ahead, Mr. Miller.

3 Q. What did you mean by, "As we scrub away the
4 Jarrett"?

5 A. I think if you look at this e-mail exchange from
6 December, it looks like the decision is-- is made to be
7 Impact Wrestling. I would think we-- I can't recall if
8 we did that before our November pay per view and tapings,
9 or if we were-- if we were still GFW or if we switched to
10 Impact then. I know our ring was still six-sided, and
11 I believe from reading this, it looks like-- certainly
12 from the bottom of it, trying to differentiate Impact
13 Wrestling from GWN, which was the-- the App name, Global
14 Wrestling Netwood. So I think there was discussions,
15 'cause the-- the concept for the OTT platform, that at
16 the time-- and I don't think it was launched at this
17 point. I think it was still conceptual. Was Global
18 Wrestling Network. I'm not sure who came up with the
19 name, but it certainly was first heard by me in '17,
20 during the time when Mr. Jarrett was there. And the idea
21 is that rather than do just an Impact Wrestling act with
22 just Impact wrestling content, the idea was to go out
23 and-- and pursue; foster; acquire, whether through barter
24 or such other promotions. So there was a discussion
25 about calling. 'Cause one of the things was-- about

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1 calling it the Impact Wrestling App, and it didn't make
2 sense. So I think, because we talk about colour changes
3 and stuff. It's trying to show the GWN App still had the
4 green in it, I believe. Going to the blue was the Impact
5 Wrestling colours. I believe in going to Impact
6 Wrestling, the idea was to differentiate Impact Wrestling
7 from the-- certainly the run respectfully in '17 with how
8 it wound up with all the chaos at the end with
9 Mr. Jarrett's departure. The idea was to try to find a
10 way to come out of the blocks in '18 and say, "We're new.
11 We're different", because there had-- and I don't want to
12 just put this on Mr. Jarrett, but Impact Wrestling and
13 TNA had gone through so many issues. It was part of a
14 branding exercise to say, "This is completely different.
15 This gives them what you watched in '17 or even '16 and
16 '15. This is different. This is fresh. And we're
17 trying to get away from the term global, I think. And I
18 think here I'm asking about the championship because
19 during Jeff's-- Mr. Jarrett's time in charge, he had
20 switched our championship from being the world
21 championship to the global championship to more match
22 the-- the Global Force Wrestling brand, and I think, as I
23 stay here and say, "Scrub away the Jarrett", it's just
24 really a term of saying, let's differentiate ourself
25 from the Jarrett regime, as we often refer to in-- in the

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1 industry when people are in control of the company.
2 That's what I'm-- I'm basically saying here, and it's--
3 certainly comes at a time-- certainly after this, I was
4 still certainly friendly with Mr. Jarrett. So I think
5 it's more just a common term saying, "The Jarret regime.
6 We've got to scrub away" because it was not-- there was
7 not a good feeling in fans and people in the industry's
8 mouths about what had happened in '17. Coming on the
9 follies that predated it, there was hope in early '17
10 with the change in regimes, and 2017 did not exactly go
11 according to plan and it was-- it was a situation where
12 it was a-- a public relations issue, and we had to figure
13 out how to try to restore some luster to the brand.

14 Q. So is it your testimony that the public associated
15 that colour green with Global Force Entertainment or
16 Global Wrestling, Global Force Wrestling?

17 A. No. What I'm saying, is the Global-- I mean,
18 GFW's ropes were green and its logo had green in it, but
19 it's certainly not the only company that's-- that's used
20 green, but it certainly-- the thought process, I think,
21 as I try to recall, was historically TNA Wrestling, which
22 was the original company, had been red in a lot of its
23 colour designs, and its ropes, and its accents. Impact
24 Wrestling had been blue, and Global Force Wrestling, when
25 Jeff came in and brought it in and put it on television

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1 on the-- on the Impact television show when he brought in
2 the-- the GFW idea. Which the idea was, the show was
3 still Impact Wrestling, but the governing body, with
4 Jeff's intent, was going to be GWF. So the titles were
5 more from the GWF titles even though the show would be
6 Impact Wrestling. The idea at the time, was to
7 differentiate ourselves and try to recall-- twofold.
8 Recall a happier time with the blue, which was not a
9 period I had been here for-- or been involved with
10 wrestling for, but I was told that-- had maybe-- we might
11 make a good shift from the green and show a change. And
12 also looking because the GWN colour remained green. So
13 the idea was, that Impact Wrestling itself was accented
14 in blue, and the GWN was accented in green, and that that
15 would be part of a differentiater-- if that's the right
16 word, or if that's even a word-- for Impact Wrestling as
17 opposed to GWN, which would continue to-- to be
18 independent. It would feature multiple companies in
19 addition to Impact.

20 Q. Alright. I'm now going to show you what we'll
21 mark as the last exhibit, and I simply want to know if
22 this is the true and correct copy of this exhibit. So,
23 I'm now showing you what we've marked as Exhibit 189. It
24 is an e-mail from Mr. Adam McKeown, M-c-K-E-O-W-N, to
25 Mr. Nordholm and others, dated January 10th, 2018.

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1 EXHIBIT NO. 189: An e-mail from Mr. Adam McKeown to
2 Mr. Nordholm and others, dated January 10th, 2018.

3 Q. Mr. D'Amore, do you have any reason to believe
4 this is not a true and correct copy of an e-mail from
5 Mr. McKeown to Mr. Nordholm and others, dated January
6 10th, 2018?

7 A. I don't know who-- I'm not sure who Adam McKeown
8 is. This appears to be an e-mail from an Adam McKeown to
9 Mr. Nordholm, with cc's to a bunch of people, including
10 myself. So if I can just have a minute to read this.

11 Q. Sure. I'm not going to ask you any questions
12 about it other than that. So if you-- that's the
13 questions that I have. Mr. D'Amore, thank you for your
14 time today. Obviously, we reserve our right to re-direct
15 if Mr. Lee or Mr. Pickard have questions, but I thank you
16 for making time for us. And at this point, I pass the
17 witness.

18 MR. LEE: Thank you. I just have a couple of follow-
19 up questions. Ryan Lee, attorney for Anthem Wrestling
20 Exhibitions, LLC.

21 EXAMINED BY MR. LEE:

22 Q. Mr. D'Amore, I just wanted to-- you had previously
23 testified that you were and currently are an owner of
24 Global Force Entertainment, is that correct?

25 A. I certainly have an agreement that says that I

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1 would be issued shares. I don't recall per se, if the
2 shares were issued, but I-- I don't-- I don't think that
3 Mr. Jarrett has ever-- has ever disputed that-- that I--
4 he always referred to it as partner, but that I had-- I
5 have shares or membership units, or whatever you would
6 say in-- in Global Force Entertainment.

7 Q. And in 2017, did you have shares or ownership
8 interest in Global Force Entertainment?

9 A. Yes, I did. I-- I still do, to this day.

10 Q. And during 2017, did you ever tell anyone at
11 Anthem Wrestling that they could not air the GFW and
12 content?

13 A. I did not and-- nor would I have the-- the
14 authority to. Because as I stated previously, although
15 I was-- and my Twitter handle, and my Facebook, I think
16 both said I was the vice president of Global Force
17 Entertainment and Global Force Wrestling. I was not
18 actually a dually elected officer, and my understanding,
19 and as Mr. Miller pointed out, I have no law degree, but
20 my common business understanding is that my shareholding
21 or membership units, or whatever they are, doesn't give
22 me the right to speak on behalf of the company any
23 different than any other of my investments give me the
24 right to speak on behalf of those companies.

25 Q. As an owner of Global Force Entertainment, you

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1 could potentially-- let me strike that. You had a
2 monetary interest in the Global-- in the GFW Amp'd
3 content, is that correct?

4 MR. MILLER: Objection to form.

5 A. I'm sorry. Can you repeat the question?

6 Q. Sure. You had--

7 REPORTER: Hold on. Hold on.

8 MR. LEE: Sure.

9 A. Sorry, sir. I've been trying to hold off on
10 coughing all through this. Go ahead.

11 Q. Okay. You had-- and we'll say in 2017, a monetary
12 interest in the GFW Amp'd content, is that correct?

13 MR. MILLER: Objection to form. Mr. Miller.

14 A. I-- I did through 2017, have shares or some type
15 of ownership interest in-- in Global Force Entertainment.
16 I was given that or purchased that, whatever the
17 arrangement was. I provided funding to-- to Mr. Jarrett
18 for-- for Global Force Entertainment. I think I provided
19 the-- the bulk of the funding for it to try to see if we
20 could get the project off the ground, 'cause obviously,
21 we knew it was a long shot, and you know, we wanted to go
22 out there and take our best efforts, and-- and we did.
23 So yeah, I provided both the funding and acquired my
24 shareholding or ownership interest or whatever in Global
25 Force Entertainment through that, and then continued to

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1 carry that through '17, and-- and still to this day.

2 MR. LEE: No further questions.

3 MR. MILLER: Mr. Pickard?

4 MR. PICKARD: I have no questions.

5 MR. MILLER: Alright. This is Mr. Miller. Thank you,
6 Mr. D'Amore, for your time today. I believe we are right
7 on the nose with the three hours, so we appreciate you
8 giving us that leeway as we took breaks and so forth. At
9 this point, the deposition is concluded. Thank you.

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E. Beryl MacMillan-Court Reporting
267 Pelissier Street, Eighth Floor
Windsor, Ontario N9A 4K4
(519) 252-1134

S. D'Amore
December 18, 2019

I hereby certify the foregoing to be
the Deposition of Scott D'Amore, a
witnesses herein, taken before me on
the 18th day of December 2019.

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6 CERTIFIED CORRECT:

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9 Sandy L. Breitenstein
10 Court Reporter

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12 CERTIFIED CORRECT:

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15 Sharon L. Masse
16 EBM - Court Reporting

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18 Photocopies of this transcript are not
19 certified and have not been paid for
20 unless they bear the original signature
21 of the reporter named herein and - EBM
22 Court Reporting and accordingly are in
23 direct violation of Ontario Regulation
24 587/91, Courts of Justice Act, January
25 1, 1990.

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S. D'Amore
December 18, 2019

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3 CERTIFICATE

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5 I, SCOTT D'AMORE, do hereby
6 certify that I have read the foregoing transcript
7 of my testimony, and further certify that said
8 transcript is a true and accurate record of said
9 testimony.

10

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12 Dated at

13

14 _____, this _____ day of
15 _____, 2019

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19 SCOTT D'AMORE

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Signed under the pains and
penalties of perjury.

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S. D'Amore
December 18, 2019

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DATE : SIGNATURE :

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S. D'Amore
December 18, 2019

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